



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, AUGUST 03, 2020  
7:00 PM AT CITY HALL VIA VIDEO CONFERENCE**

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**To protect against the spread of the COVID-19, the meeting will be held via video conference. The public may access/participate in the meeting in the following ways:**

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

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

**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

- 1. Regular Meeting of July 20, 2020.

**Agenda Revisions**

**Special Order of Business**

- 2. Continuation of the public hearing on the proposed rezoning from R-1 Residence District and A-1 Agricultural District, to RP Planned Residence District, of property located east of Union Road and north of West 27th Street.
  - a) Staff comments.
  - b) Public comments.
  - c) Refer proposed rezoning back to the Planning & Zoning Commission for further review and recommendation.
- 3. Public hearing on a proposed conveyance of certain vacated city right-of-way located along Prairie Parkway to Western Home Services, Inc.
  - a) Receive and file proof of publication of notice of hearing. (Notice published July 24, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.

e) Resolution approving and authorizing execution of a Quit Claim Deed conveying vacated right-of-way located along Prairie Parkway to Western Home Services, Inc.

4. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Sidewalk Assessment Project - Zone 3.

a) Receive and file proof of publication of notice of hearing. (Notice published July 24, 2020)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Sidewalk Assessment Project - Zone 3.

### Old Business

5. Pass Ordinance #2968, amending Chapter 2, Administration, of the Code of Ordinances relative to establishing a Human Resources Division within the Department of Finance and Business Operations, upon its third & final consideration.

6. Resolution approving and adopting a job classification for the position of Human Resources Manager in the Finance & Business Operations Department. (contingent upon approval of previous item)

### 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.)

7. Receive and file the resignation of Glynis Worthington as a member of the Library Board of Trustees.

8. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions.

a) Chris Corkery, Art & Culture Board, term ending 07/01/2024.

b) Stephanie Houk Sheetz, Metropolitan Bus Board, term ending 06/30/2021.

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

a) Administrative Supervisor.

b) Planner II.

10. Receive and file Departmental Monthly Reports of June 2020.

11. Approve the following applications for beer permits and liquor licenses:

a) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - renewal.

b) The Black Hawk Hotel/Bar Winslow/Farm Shed, 115-119 Main Street, Class B liquor, Class B wine & outdoor service - renewal.

c) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.

d) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.

e) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (August 14-16, 2020)

f) Smokin Oak Wood Fired Pizza, 1525 West Ridgeway Avenue, Class B beer – new.

g) Vintage Iron, 104 Main Street, Class B wine – new.

h) Panther Travel Center, 1525 West Ridgeway Avenue, Class E liquor – new.

i) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service – premise update of outdoor service with exceptions. (see attached)



**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.)

- [12.](#) Resolution approving and authorizing execution of an Agreement for Animal Services with the Cedar Bend Humane Society for FY21-FY23.
- [13.](#) Resolution approving the opening of the Housing Choice Voucher (HCV) Program, aka Section 8, Waiting List on August 31, 2020, as recommended by the Housing Commission.
- [14.](#) Resolution approving and authorizing execution of First Amendment to Agreement for Professional Services with the Northeast Iowa Food Bank for additional Community Development Block Grant (CDBG) funding relative to the CARES Act.
- [15.](#) Resolution approving and authorizing execution of a Professional Service Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for Grant Administration and Technical Services for FY21 (FFY20) relative to Community Development Block Grant (CDBG) & HOME Program funding.
- [16.](#) Resolution approving six occupancy permits prior to the acceptance of public improvements in Western Home Communities Ninth Addition.
- [17.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Immanuel Evangelical Lutheran relative to a post-construction stormwater management plan for 4820 Oster Parkway.
- [18.](#) Resolution approving and authorizing execution of Change Order No. 3 to the contract with Peterson Contractors, Inc. relative to the Campus Street Box Culvert Project.
- [19.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for design services relative to the Downtown Streetscape and Reconstruction Project - Phase II.
- [20.](#) Resolution setting August 17, 2020 as the date of public hearing on the proposed rezoning from A-1, Agricultural District to P, Public District, of certain property located north of West 27th Street and west of P E Center Drive, and also on an associated amendment to the Future Land Use Map by changing the designation from Medium Density Residential and University to Schools.

**Allow Bills and Payroll**

- 21. Allow Bills and Payroll of August 3, 2020.

**City Council Referrals**

**City Council Updates**

**Staff Updates**

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

**Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, JULY 20, 2020  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Absent: None.
- 52909 - It was moved by Kruse and seconded by Darrah that the minutes of the Regular Meeting of July 6, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- A moment of silence was observed in memory of former Councilmember Stanley Smith.
- 52910 - Mayor Green announced the continuation of the public hearing on the proposed rezoning from R-1 Residence District and A-1 Agricultural District, to RP Planned Residence District, of property located east of Union Road and north of West 27th Street. Community Services Manager Howard provided a brief summary of the proposed rezoning. Following questions and comments by Councilmembers deBuhr, Kruse, Miller, Sires, Darrah and Taiber, Jim Skaine, 2215 Clay Street, Engineer Timothy Verheyen, 4818 Briarwood Drive, and Developer Brent Dahlstrom, 5016 Samantha Circle, and responses by Community Services Manager Howard and City Administrator Gaines, it was moved by deBuhr and seconded by Harding to continue the hearing to the August 3, 2020 Council meeting. Motion carried unanimously.
- 52911 - It was moved by Miller and seconded by Darrah that Ordinance #2967, vacating certain public right-of-way along Prairie Parkway, be passed upon its third and final consideration. Following a question by Jim Skaine, 2215 Clay Street, and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Ordinance #2967 duly passed and adopted.
- 52912 - It was moved by Darrah and seconded by Miller that Ordinance #2968, amending Chapter 2, Administration, of the Code of Ordinances relative to establishing a Human Resources Division within the Department of Finance and Business Operations, 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, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.
- 52913 - It was moved by Sires and seconded by Miller that the following items and

recommendations on the Consent Calendar be received, filed and approved:

Receive and file a proclamation recognizing August 2020 as Gastroparesis Awareness Month.

Receive and file the resignation of Lisa Thomas as a member of the Human Rights Commission, effective July 1, 2020.

Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions.

- a) Maureen Burum, Community Center and Senior Services Board, term ending 06/30/2023
- b) Larry Petersen, Community Center and Senior Services Board, term ending 06/30/2023
- c) Angela Waseskuk, Human Rights Commission, term ending 07/01/2022
- d) Katelyn Browne, Library Board of Trustees, term ending 06/30/2026
- e) Molly Cormaney, Library Board of Trustees, term ending 06/30/2026
- f) Cynthia Snell, Library Board of Trustees, term ending 06/30/2026

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

- a) Arborist.
- b) Assistant Equipment Mechanic.
- c) Engineering Technician II.
- d) Visitors & Tourism Sales and Marketing Coordinator.

Approve the application of The Dragon's Cave, 2225 College St, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for beer permits and liquor licenses:

- a) Chuck E. Cheese's, 5911 University Avenue, Class B beer - renewal.
- b) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
- c) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
- d) Octopus, 2205 College Street, Class C liquor & outdoor service - renewal.
- e) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
- f) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.

Motion carried unanimously.

- 52914 - It was moved by Darrah and seconded by Harding to receive and file the Committee of the Whole minutes of July 6, 2020 relative to the following items:
- a) Update on potential pool partnership.
  - b) Urban chickens and ducks.
  - c) Bills & Payroll.

Following questions by Jim Skaine, 2215 Clay Street, and responses by Mayor Green, the motion carried unanimously.

52915 - It was moved by Kruse and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,051, approving and authorizing execution of an Actuarial Services Agreement with SilverStone Group, LLC relative to Governmental Accounting Standards Board (GASB) 75.

Resolution #22,052, approving and authorizing execution of an Agreement for Restoration Services with Fischer Bros., LLC relative to waterslide maintenance and restoration at the Falls Aquatic Center.

Resolution #22,053, approving and adopting revisions to the Housing Rehabilitation Manual for Community Development Block Grant (CDBG) funding relative to the CARES Act.

Resolution #22,054, supporting a River Place Term Sheet relative to a proposed Amendment to Agreement for Private Development and Downtown Parking.

Resolution #22,055, approving and authorizing the expenditure of funds for the purchase of an electric extrication tool set for the Public Safety Department.

Resolution #22,056, approving and authorizing execution of an Owner Purchase Agreement, in conjunction with the West 1st Street Reconstruction Project.

Resolution #22,057, approving and accepting completion of public improvements in McMahill First Addition.

Resolution #22,058, approving the final plat of McMahill First Addition.

Resolution #22,059, receiving and filing the bids, and approving and accepting the low bid of ASTECH Corp., in the amount of \$219,995.82, for the 2020 Seal Coat Project.

Resolution #22,060, approving and accepting the contract and bond of ASTECH Corp. for the 2020 Seal Coat Project.

Resolution #22,061, receiving and filing the bids, and approving and accepting the low bid of Benton's Sand & Gravel, Inc., in the amount of \$176,494.61, for the Clay Street Park Water Quality Improvements Project.

Resolution #22,062, approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the Clay Street Park Water Quality Improvements Project.

Resolution #22,063, receiving and filing, and setting August 3, 2020 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Sidewalk Assessment Project - Zone 3.

Resolution #22,064, setting August 3, 2020 as the date of public hearing on a proposal to convey a portion of vacated public right-of-way along Prairie Parkway.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #22,051 through #22,064 duly passed and adopted.

52916 - It was moved by deBuhr and seconded by Darrah that the bills and payroll of July 20, 2020 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.

52917 - City Administrator Gaines provided updates on COVID-19 regarding city employees and staffing.

Councilmember Darrah spoke about the 'Currents' Summer publication and the programs and projects being offered throughout the City, and acknowledged city staff for keeping city operations going.

Public Safety Services Director Olson provided an update regarding eight policing policies under review, a personality test being added to the hiring process, continued trainings, his continued membership on the Citizen Advisory Committee and Acting Police Chief Berte attending the Black Hawk County Board of Health Law Enforcement Dialogue titled 'Racism - The Public Health Crisis'.

Community Development Director Sheetz, Aquatics Supervisor Schoentag, City Administrator Gaines and Mayor Green provided updates on pool attendance and passes in response to questions and comments by Councilmembers Miller, Harding, Kruse and Sires.

Public Safety Services Director Olson responded to a question by Councilmember Miller regarding rumors about the atmosphere at the Public Safety Facility and a social media rumor regarding the remaining non-union firefighters.

52918 - Jim Skaine, 2215 Clay Street, spoke opposed to use of the word "germane" and consideration of multiple items on a single motion.

Rick Sharp, 1623 Birch Street, requested that public safety vehicles be rebranded with the public safety decals and correct staff titles be used to avoid confusion, and requested clarification on how future meetings would be held.

Mayor Green provided updates and clarification on public meetings, opening of public buildings and rules of conduct in response to the two previous speakers.

52919 - It was moved by Darrah and seconded by Miller that the meeting be adjourned at 8:08 P.M. Motion carried unanimously.



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**

***Planning & Community Services Division***

**TO:** Honorable Mayor, Robert M. Green, and City Council  
**FROM:** Karen Howard, AICP, Planning & Community Services Manager  
**DATE:** July 30, 2020  
**SUBJECT:** Rezoning Request #RZ20-001 – Approximately 177 acres east of Union Road and north of W. 27<sup>th</sup> Street (West Fork Crossing Development)

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**REQUEST:** Rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District; and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District (Case #RZ20-001)

**PETITIONER:** Echo Development/Brent Dahlstrom, ISG Engineering

**LOCATION:** 177 acres of property east of Union Road and north of W. 27<sup>th</sup> Street

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**BACKGROUND**

The petitioner submitted a request to rezone approximately 177 acres of land located east of Union Road and north of W. 27<sup>th</sup> Street to RP Planned Residence District to allow the area to develop according to an RP Master Plan with single-unit detached homes on a variety of lot sizes and associated neighborhood infrastructure and amenities.

The Mayor opened the public hearing regarding this rezoning request at the July 6 City Council meeting. However, the petitioner indicated that he was not in agreement with certain conditions recommended by the Planning and Zoning Commission, more specifically the recommended timeline for completion of a critical north-south street connection. To allow more time for discussion with the petitioner, the Council continued the public hearing to the July 20<sup>th</sup> City Council meeting. Staff reached out to the petitioner and his attorney indicating that the City was open to discussing an alternative proposal that would achieve the same goal as the condition recommended by City Staff and the Planning and Zoning Commission.

As explained in the staff report in detail, the goal is to ensure that the property is developed (final platted) in a manner that ensures that critical street connections are completed first before less critical areas are developed so that essential travel routes to the arterial street network and important community destinations are completed in a timely manner. Failure to

complete these critical street connections can lead to higher costs for homeowners and for the City, including higher response times for emergency vehicles, longer travel routes for area residents that are more congested, and inefficiencies for provision of City services, such as snow plowing and refuse pick-up.

On July 20, as no progress had been made in finding an alternative solution that achieved the stated goal, the Council continued the hearing to the August 3 Council meeting. Unfortunately, the petitioner has yet to propose an alternative solution that is consistent with the recommendation of the Planning and Zoning Commission. Staff is still hopeful an alternative solution can be found that meets the petitioner's goals in a manner that also ensures the orderly development of the neighborhood. However, since any alternative approach will likely differ substantially from what was recommended by the Planning and Zoning Commission, staff recommends that the Mayor close the public hearing and entertain a motion to refer the matter back to the Commission for further review and discussion.

### STAFF RECOMMENDATION

After any public comment on the matter, staff recommends that the Mayor close the public hearing and entertain a motion to refer the matter back to the Planning and Zoning Commission for further review and discussion.



**From:** Jim Duncan [<mailto:jphoto2006@cfu.net>]  
**Sent:** Thursday, July 30, 2020 12:01 PM  
**To:** Karen Howard; Stephanie Sheetz; David Wicke; Ron Gaines  
**Subject:** Timeline for West Fork Crossing

To: Karen Howard (Planning and Community Services Manager)  
Stephanie Houk Sheetz (Community Development Director)  
David Wicke (Engineering Services)  
Ron Gaines (City Administrator)

Re: Rezoning request from Echo Development, Brent Dahlstrom and ISG Engineering for the West Fork Crossing.

I understand that the city staff and the planning and zoning commission has recommended a timeline for when a continuance road should be completed throughout a development. This is very important to get those critical street connections so there's good traffic flow. This came up at the city council meeting for the rezoning request from Echo Development, Brent Dahlstrom and ISG Engineering for the West Fork Crossing.

The developer balked at the timeline condition.

My concern is that without a timeline the developers will not take into account the traffic flow created by the new neighborhoods. A prime example of this is the promise of Ironwood connecting to the Greenhill extension. We are still waiting for this connection to alleviate the heavy traffic flow on Erik Rd. What is to say the developer will not work on the street connections in the West Fork Crossing in the same way?

I would ask you to stand by your recommendation to the developer that a timeline exist before you approve this rezoning request.

Thank-you

James Duncan

2006 Erik Rd

16July2020

To: The Planning and Community Services Office  
The Planning and Zoning Commission members  
City Council

From: Michael Goyen  
1712 Union Rd  
Cedar Falls  
319-266-8464  
[mikegoyen@cfu.net](mailto:mikegoyen@cfu.net)

Subject: West Fork Crossing – planned housing development

On 13May I participated in an online meeting regarding the rezoning of the land for this development. At that time I brought up some concerns with the layout of lots in this sub division. Since that was not part of the agenda for the rezoning meeting, I appreciate you listening to me on a brief review of some of my concerns. As it is now getting closer to the next steps and to potentially allow for some time for changes I would like to present some items which should be considered.

Just for some general comments I would like to mention that the land is still being farmed and has corn planted so that hasn't changed and I do not have a problem with the farmer leasing the acres. But since Money Pit LLC has purchased the land the ditches and the old housing lot on Union Rd have not been mowed or any trash picked up. It was well presented before by the previous owner. I hope this is not a sign of what to expect in the future. It is my understanding that this is OK within the rules for future developed lots to not be required to mow the weeds, but I am concerned for this as the larger development goes forward with more area falling under these conditions. I would hate to think we have to deal with not mowed and not leveled lots for long period of time. Since the lots close to Union Road and my property are small and may be not as desirable I can see them not being built on for some time.

As this layout has a big influence on my property it would have been nice to have some consideration like a potential to buy a little bit of land on my south border to give me a little buffer to all the new neighbors. I understand the goal here is to maximize housing lots and the profits for the developers and to the city. Here are some points I would like to make. Some dimensions listed below are scaling off the drawing sent out which may not be accurate.

1. The lots to the south side of my lot are divided into some fairly small lots which are 60-70 ft wide x 170ft. These are smaller than those across the street on Rocky Ridge Rd, which are 76 to 85 ft wide. Yes I have a long lot but in the neighborhood of my house and back yard that is used I will have 9 neighbors. Whereas a typical house has 3 neighbors adjacent to their lot lines. In total I will have 12 neighbors and a newly build retention pond next to me.
2. Wild Horse Drive is planned to be the main access to this development off of Union Rd and in the coming years will be the main access for all construction and owners through the first 3 phases of construction. With this being the case, I think it would be advisable to design this road to be wider to accommodate parking on both sides of the street and for the amount of traffic flow this road will have to handle. Over the years I am sure you have heard complaints on the traffic flow going down

Eric Rd which has only gotten worse with the Aldrich school and increase development in that area. We should be able to do better here.

3. Narrow lots and the increase of multiple cars owned by families present a parking problem. Are we going to have 1 car garages and 2 cars parked in the street? Or will neighbors have to park in front of other neighbors causing bad feelings?
4. There is 10 ft sidewalk/bike trail in front of the development and I think something similar is planned for New Aldaya development north of us. Is this going to be required for my property? Will the ditch be removed and will it be placed there or will it take some of my front yard? Is the expectation that I would have to provide maintenance and snow removal?
5. There is a retention pond. Per the response from IGS this would be a 100 year storm design before it would dump water on my land. I don't understand how this is going to be done with the large hill on the east side to the pond proposal. Are they just going to cut down the hill on the land for the new development? Are they expecting to move dirt on my side of the line to make a transition? Will the developer or other lot owners do the maintenance for this pond? Is it going to just be over grown with weeds and cat tails? If there is water standing in this area it may affect my insurance unless it is fenced so there is no access. Yes they may say this will control the water runoff, but could it also raise the water table in this area which would affect my lot? My lot has gotten much wetter over the years which some of it has been due to the changes in farming practices.
6. Water draining from the new lots to my lot is a concern. ISG responded that it should be much better than I have now as some will be drained into the new streets. While that is true we will also have more concrete, house roofs, grass yards in this area which now has crops with soak up water. Will the new height of the back yards be similar to mine or will they be higher making it pool in my yard next to my garages? Concern that I have to raise my garage and put in a concrete driveway to maintain the usability of these garages. Of course doing that would also create even a bigger water problem in the rest of my back yard. Maybe there should be a grass buffer zone to help collect water and which is tiled into the storm sewer system.
7. I currently have a septic system and water well. It is my understanding that these would probably have to be updated before the property could be sold. Would there be a way to do this after new houses are built? Is there going to be any way for me to hook up to city services at the time of development? I am concerned you will be asking me for a big expense now or I won't be able to sell my house in the future since it is my understanding the sewer lines will go to the east under the street. I would have to get access through a neighbor's yard which probably isn't possible.

In summary I think more consideration should be given to current residents and property owners next to a development this size. We have had some desirable space and it shouldn't be just taken away from us. I would expect some response that we are too far along with the design to be able to make changes. While that may be true it doesn't mean everyone shouldn't be considering these items before now or getting some feedback. The city has spent thousands of dollars on consultant studies for different areas of the city so shouldn't we also be able to give some feedback and ask questions. I understand there are lots of people that will benefit from new construction and improvements to the city. My family and I would like to also benefit or not have things taken from us.

Thank you for your consideration of these issues.

Mike Goyen



DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor, Robert M. Green, and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: June 30, 2020
SUBJECT: Rezoning Request #RZ20-001 – Approximately 177 acres east of Union Road and north of W. 27th Street (West Fork Crossing Development)

REQUEST: Rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District; and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District (Case #RZ20-001)

PETITIONER: Echo Development/Brent Dahlstrom, ISG Engineering

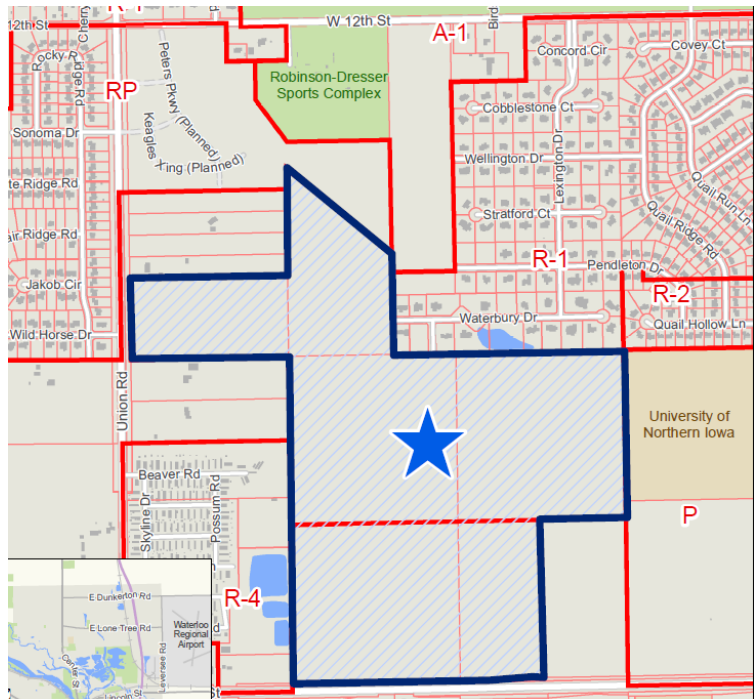
LOCATION: 177 acres of property east of Union Road and north of W. 27th Street

PROPOSAL

The petitioner has submitted a request to rezone approximately 177 acres of land located east of Union Road and north of W. 27th Street to RP Planned Residence District to allow the area to develop according to an RP Master Plan with single-unit detached homes on a variety of lot sizes and associated neighborhood infrastructure and amenities.

BACKGROUND

The northern 120 acres of the subject property was rezoned from A-1 Agricultural District to R-1 Residence District in October 2019. The intent at the time was to allow for development of a traditional single family subdivision



according to the R-1 zoning standards. However, in developing plans for future development of the southern 57 acres of land currently zoned A-1, the developer indicated a desire to allow a variety of single family lot sizes to serve a broader market and to create flexibility to create an efficient layout of the future neighborhood in response to the topography and drainage patterns of the land. The requested RP Planned Residence District provides the flexibility the developer desires, so they are requesting to rezone the entirety of the area to RP and have submitted a draft RP Master Plan for consideration.

The subject property is bordered by an R-1 zoned single family subdivision (Lexington Heights) and an RP District (NewAldaya development) to the north and a manufactured home development, zoned R-4, located to the west. Undeveloped land owned by UNI and the site of the new Cedar Falls High School is located along the eastern boundary of the subject property. West 27<sup>th</sup> Street extends along the southern boundary of the property with undeveloped farmland to the south. The northern edge of the property is bounded by the western reach of the University branch of Dry Run Creek. This portion of the property is located in the 100-year floodplain that runs along Dry Run Creek.

The rezoning of this property must be carefully considered by evaluating the characteristics of the land, the infrastructure needed to serve the future neighborhood, and how the new development would be integrated and connected to the surrounding areas of the community.

## ANALYSIS

### **Current Zoning**

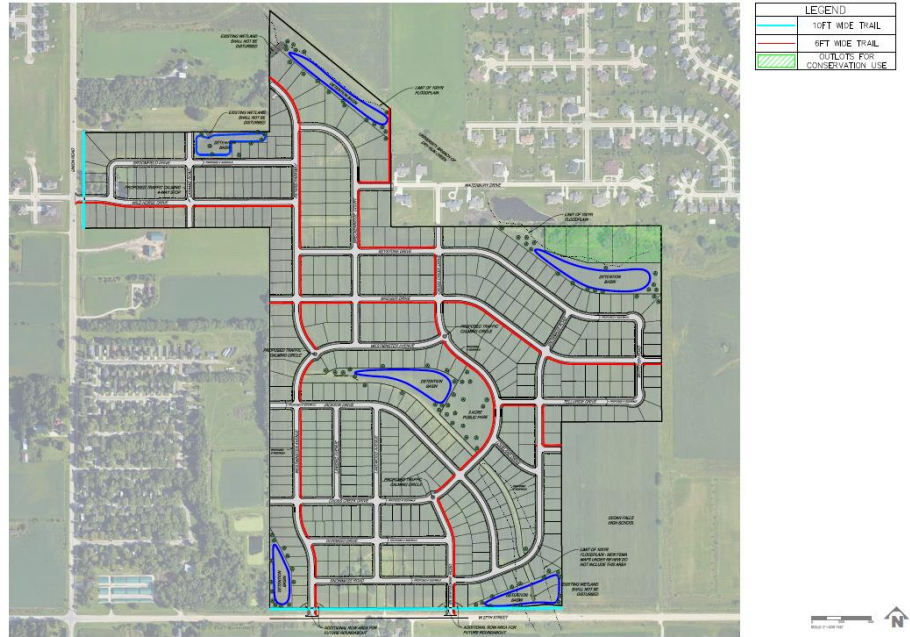
The purpose of the A-1, Agricultural Zoning District serves as a “holding zone” for future urban development until municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, requests for rezoning can be considered according to the City’s Comprehensive Plan and Future Land Use Map. The R-1 Residence District provides for development of low density residential neighborhoods consisting largely of one and two-unit dwellings.

### **Proposed Zoning**

The RP, Planned Residence District is intended to provide for orderly planned growth of residential development on larger tracts of land. The zone allows for flexibility in residential building types, setback standards, and building height, but requires minimum lot sizes equivalent to what is required in the R-4 Residence District. For detached single-unit dwellings the minimum lot size is 6,000 square feet. To ensure that the area is developed in an orderly manner, provides for efficient traffic circulation between neighborhoods, and includes the necessary infrastructure to meet the needs of the future residents, a master plan must be submitted with the rezoning, which is adopted through a developmental agreement. The developer has submitted a master site plan and a development phasing plan, which are attached to this report. The features of the master plan and phasing plan and how they fit with the characteristics of the site are described in more detail in the following paragraphs.

## Land Use, Development Density, and Dimensional Standards

The proposed development consists of single-unit detached dwellings located on a range of lots sizes from 6,000 square feet to around ½ acre, with about half the lots in the low end of the range and about half in the mid to high end of the range. The resulting residential density proposed for the entire development is approximately 3 units per acre, which falls into the low density range according to the City's Comprehensive Plan. To create a compatible mix and spacing between dwelling



units and to provide for safe vehicular and pedestrian movement, staff recommends the following minimum standards be adopted as part of the master plan and development agreement. These standards are consistent with the standards of the R-4 Zoning District:

1. Min. lot area – 6,000 square feet
2. Min. lot width – 60 feet
3. Min. front yard setback – 20 feet
4. Min. side yard setback – 10% of lot width
5. Min. rear yard setback – 30 feet
6. On corner and double fronting lots – min. 20 foot setback along all street frontages
7. Double fronting lots located along Union Road and W. 27<sup>th</sup> Street – min. lot depth of 150 feet.
8. Corner lot driveway locations shall be a minimum of 20' from the intersection of local streets and a minimum of 75' from the intersection of Union Rd or W. 27<sup>th</sup> according the SUDAS standards.
9. No direct driveway access to Union Road or W. 27<sup>th</sup> Street.
10. Maximum building height: 2-1/2 stories above grade as measured at the front building line and not to exceed 35 feet above grade at any point around the perimeter of the building.

## Phasing of the Development

The most important aspect of the phasing plan is to ensure that the major east-west and north-south connections develop first to provide good traffic circulation so that not any one street becomes over-burdened with traffic for an extended period of time. The goal is to avoid situations like what is occurring near Aldrich Elementary School where the only travel route to the school is via Erik Road while other critical street connections that could provide alternative travel routes have been delayed while other phases of the development have proceeded first. For the West Fork Crossings development, these important first connections include:

- The east-west connection between Union Road and Waterbury Drive;
- The north-south connection to W. 27<sup>th</sup> via Peters Parkway and Westminster Avenue;
- The north-south connection from Waterbury Drive and Cross Creek Drive to W. 27<sup>th</sup> and Cedar Falls High School via multiple intervening streets, which will allow local residents

from West Fork and Lexington Heights to travel to the high school without having to drive a much longer route via 12<sup>th</sup> Street, Union Road or Hudson Road to the school access points along W. 27<sup>th</sup> Street. Staff notes that the local neighborhood connection to the school property will be near the northwest corner of the school site, but the exact location will need to be coordinated with the school district. This connection will also provide an option for students to walk or ride their bike to school, which would not be very feasible if this local connection to the school site was not provided.

The developer has proposed a phasing plan with seven “work areas” identified (see attached phasing map). Each of these work areas should include no more than two final plat phases and would proceed in the order indicated. The developer has indicated that construction of around 40 houses per final plat phase is typical, so for example areas # 3 and #4 should each be platted in one phase. The 1<sup>st</sup> final plat must include the street connection to Union Road, so that construction traffic can be routed from Union Road rather than through the Lexington Heights neighborhood. Staff notes that the portion of the property south of the central east-west greenway must be served by a sewer connection from the south due to the topography. This is likely the reason that the 3<sup>rd</sup> work area is proposed in the southeast corner. It is anticipated that the school district will extend the sewer from south of W. 27<sup>th</sup> Street to the school site. The West Fork developer would then pick it up from there and extend it to serve the new development (see more information about the sewer connection below). It is important that the development includes a continuous north-south connection to W. 27<sup>th</sup> in a timely manner to provide adequate traffic circulation. To that end staff recommends that there be a condition in the development agreement that at least one continuous street connection from work area #2 to W. 27<sup>th</sup> be constructed within one year of the high school opening. It is anticipated that the new high school will open in fall of 2023.

### Street and Trail Connectivity

It is best practice to design neighborhoods with a compact pattern of blocks with intersecting streets every 300 to 600 feet. Excessively long blocks, cul-de-sacs and dead end streets have hidden long term costs to the community, including increased emergency vehicle response times, increased travel times to work or school, increased traffic congestion, and disincentives to walk or bike to neighborhood destinations, particularly for children. The master plan for West Fork Crossings illustrates the intended pattern of streets and blocks that form a modified grid. Staff finds that the proposed plan provides good connectivity throughout the development and stubs the streets to the property boundary so that a similar street network can continue in adjacent properties. While some of the blocks exceed 600 feet in length, the general pattern is well designed and responds to the topography and environmental features of the site.

The master plan also illustrates proposed trail connections. These include a network of wide sidewalks to encourage walking and biking and 10-foot wide trails along both Union Road and W. 27<sup>th</sup> Street. Note that there is a trail extension proposed north along the edge of the development that will connect to the NewAldaya property to the north. When this portion of the NewAldaya property is developed, the trail can be connected to the Robinson Dresser Sports Complex, thus creating a direct route for walking and biking from the West Fork neighborhood and from the new high school to the sports complex. The Union Road Trail is scheduled for construction this summer, so instead of the developer building a typical residential sidewalk along this frontage, they will be expected to pay the City an amount equivalent to the cost of a typical residential sidewalk and the City will pay the oversize cost and construct the trail. This

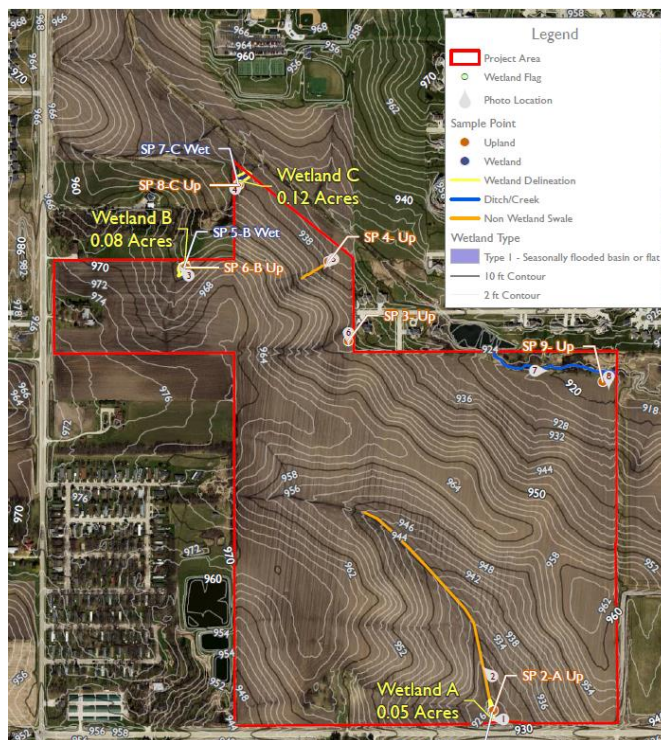


arrangement will be included in the development agreement.

Traffic calming techniques, such as short blocks with intersecting streets and traffic circles at key intersections, can be effective. The submitted master plan identifies locations where traffic circles will be installed to slow traffic.

### Topography and Environmental Features

Most of the subject property is currently farmed. The topographic map to the right illustrates the slope of the land, the drainage patterns, and three small wetlands. The University Branch of Dry Run Creek extends along the northern boundary of the property and creates a natural buffer between the proposed development and the Lexington Heights neighborhood to the north. The developer has agreed to sell the small area of land located north of Dry Run Creek to the abutting property owners along Waterbury Drive. When the property is subdivided these lots can be created and conveyed to these neighbors. A conservation easement should be established over these lots to prevent inappropriate development activity. The developer hired an environmental scientist to delineate the wetland areas and resulting report was submitted to the US Army Corps of Engineers, who have determined these wetland areas to be non-jurisdictional. However, it is the policy of the City to preserve all wetland areas to the extent possible. The developer has indicated that they do not plan to disturb the wetlands. This may prove difficult for the one located along the southern border of the site because a stormwater detention facility is planned in this area. A plan for mitigating any wetland lost due to development activity will be required at the time of platting.



### Stormwater Management

As part of a future platting process, a stormwater management system will be designed to accept the stormwater runoff from the west and north. The stormwater will be directed toward multiple detention basins on the site and released at a controlled rate into the floodplain. The stormwater management system must be designed so that it will not adversely affect the current and future residents surrounding and within this development. The submitted master plan illustrates six different areas where detention basins will be established. These correspond with the existing drainage patterns and topography. The stormwater management areas can be designed as neighborhood amenities to help meet the open space needs and trail connections to serve this new neighborhood. The Comprehensive Plan illustrates the drainage ways as greenways so will need to be taken into account with the design of the plat. Details of the stormwater management plan will be reviewed during the platting process to ensure that it meets all Code requirements.

## Parkland and Greenspace

The Comprehensive Plan includes an analysis regarding the community needs for parkland including geographic distribution. Since this will be a new area for residential growth, there will be a need for neighborhood park space. With nearly 500 homes planned for this area and according to census data an average of 2.93 persons per dwelling unit, there is an estimated need for about 3 acres of parkland. According to the submitted master plan, a 3 acre park is planned within the central greenway that extends along the natural drainage way from the western boundary to the southeast corner of the site. The proposed parkland is centrally located and will be within ¼ to ½ mile walking distance for most neighborhood residents. Staff reviewed the proposed neighborhood park with the Parks and Recreation Commission at their February 13 meeting. They voiced their support for the park and commented positively regarding the size of the park and its accessibility and visibility with significant frontage along Cross Creek Drive. Dedication of the park to the City would occur after development of working area #4, which also includes additional open space along the natural drainage way and stormwater detention basin. The proposed park and greenway is consistent with the greenway and open space designation on the City's Future Land Use Map.

### **Zoning considerations involve evaluation of three main criteria:**

- 1) *Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?*

When the northern portion of the property was rezoned in 2019, the Future Land Use Map was amended to eliminate a portion of the neighborhood commercial designation on the far western edge of the property along Union Road and to more closely align the Greenways/Floodplain designation with the topography, drainage patterns and floodplain. The amended map is shown at right. The map now indicates that low to medium density residential development is appropriate on the subject property. The greenways/floodplain will serve as buffers for storm water management and detention. These areas also provide an opportunity, through thoughtful subdivision design, to create open spaces, natural areas, and neighborhood park space to serve the residents of the new neighborhood.



While the proposed master plan does not create separate, distinct areas of low density residential development and medium density residential development, overall the density of the area will fall within the low density range of less than 4 dwelling units per acre with a range of low to medium density lot sizes from a minimum of 6000 square feet to larger lots of ½ acre. Only single-unit detached dwellings are proposed. As shown on the master plan, in general the smaller sized lots are clustered in the northwest extension of the property near Union Road and in

the southern portion of the property south of the greenway and proposed park. Staff finds that the proposed master plan is generally consistent with the intent of the Future Land Use Map.

2) *Is the property readily accessible to sanitary sewer and water service?*

Sanitary sewer is available to the northern portion of the site. This sewer is located along the northern boundary of the property within the floodplain of Dry Run Creek. This sanitary sewer is located in the Cherrywood Interceptor Sewer District which includes a sewer tapping fee as part of the development. The sewer tapping fee is \$294.63 per acre of development. This fee is paid by the developer at the time of final platting. The portion of the development located generally south of the central greenway can only be served by extending the sewer from south of W. 27<sup>th</sup> Street. City Staff have encouraged the developer to partner with the school district on extending the sewer via the most cost effective route, which would help reduce costs for both parties. Regardless, the developer will have to pay for the extension of the sewer to serve the development by partnering with the school to construct it or through payment of a tapping fee. If they choose the latter and if the high school develops prior to development of the southern portion of the West Fork neighborhood, the school district will construct the sewer to their property and stub it to the boundary of their property. A new sewer district will be created and a sewer tapping fee established accordingly. The developer of West Fork will pay this fee at the time of final plat.

As part of the technical review of this proposal, Cedar Falls Utilities personnel, have no concerns with the proposed rezoning request. Water, electric, gas, and communication utilities are all available to this site from Union Road and Cross Creek Drive in the Lexington Heights subdivision and can be extended along W. 27<sup>th</sup> Street to serve the property from the south. There is a water connection fee for this property based on the street lineal footage of Union Road. This connection fee is part of the cost of the original water main installations on Union Road. All utility services will be extended into this property as part of the platting process.

3) *Does the property have adequate roadway access?*

As stated above, the property has good access to area streets and if developed in an orderly fashion according to the proposed phasing plan, internal street connections will help to distribute local traffic to neighborhood destinations, such as the new high school, while access along multiple routes to abutting collector and arterial streets will provide circulation to destinations in the larger community. The property has frontage along Union Road to the west and can be accessed from the east via Waterbury Drive and Cross Creek Drive. These connections to the Lexington Heights neighborhood will be important to provide travel routes between the two neighborhoods. The residents in Lexington Heights will benefit equally as they will have new travel routes to destinations west and south. For example, travel distance for residents of the West Fork and Lexington Heights neighborhoods to the new high school will be much shorter, making it possible for more students to walk or bike to school. The property is bounded by W. 27<sup>th</sup> Street along its southern edge. Two street connections are planned along this corridor, which will help to distribute local traffic to this major street corridor.

The City has contracted with a traffic engineer to conduct a traffic study for the area based on the proposed development of West Fork Crossings and anticipated traffic generated by

the new high school. The traffic study will provide information necessary to determine if additional right-of-way is needed along W. 27<sup>th</sup> Street for street improvements and how the intersections should be designed to manage the traffic flows. The developer has illustrated the right-of-way necessary for roundabouts at the two southern intersections proposed along W. 27<sup>th</sup> Street in case the traffic study indicates roundabouts are the most appropriate intersection design.

While there may be no development planned for the UNI property to the east of this site, at some point in the future there may be reasons to provide a connection to PE Center Drive. Similarly, several connections to the property to the north and to the west will provide access to the surrounding areas and allow for additional development if the larger lots along Union Road were ever to be subdivided or if the manufactured home development were ever to be redeveloped.

Other modes of transportation include bike and pedestrian accommodations. Public sidewalks will be included as a part of the subdivision platting process. Future trail locations within this development are important in order to provide the connections from the planned Union Road trail to the west, the W. 12<sup>th</sup> Street trail and Robinson-Dresser Sports Complex to the north and the W. 27<sup>th</sup> Street trail to the south as well as connections to the east into the proposed high school site on W. 27<sup>th</sup> Street.

### **Summary**

In summary, the upzoning of the land from A-1 Agricultural District and R-1 Residence District to RP Planned Residential causes a need for neighborhood infrastructure that ensures the health and welfare of future residents, which includes parks and trails, a well-connected network of streets, stormwater management facilities, sewer and water lines. Staff finds that the master plan submitted by the developer provides for all these important elements, is designed to respond to the natural topography of the site, and is consistent with the Comprehensive Plan and Future Land Use Map. Staff recommends that the City enter into a development agreement with the petitioner to ensure that the development proceeds according to the submitted master plan.

A notice was mailed to the adjoining property owners on May 7, 2020 regarding this request.

### **STAFF RECOMMENDATION**

The Community Development Department recommends approval of RZ20-001, a rezoning from A-1, Agricultural District and R-1, Residence District to RP, Planned Residence District, subject to a master plan and development phasing plan and other development conditions outlined in the staff report, which will be incorporated into a developmental procedures agreement that will be forwarded to the City Council for adoption by resolution prior to the final reading of the ordinance to rezone. Staff notes that a draft of the agreement is attached. Staff is working out final details of the agreement with the developer and will submit the final agreement for consideration and adoption by resolution at the same Council meeting as the third reading of the ordinance to rezone the property.

The Planning and Zoning Commission recommended approval of the proposed rezoning, subject to the recommendations in the staff report, on a vote of 7-0.

## PLANNING & ZONING COMMISSION

Introduction  
5/13/20

Chair Holst introduced the item and Ms. Howard provided background information. She explained that the proposed rezoning is for approximately 177 acres located north of West 27<sup>th</sup> Street and east of Union Road. The northern portion of the property was rezoned in October 2019. She discussed the proposed zoning in each part of the property and the proposed master plan that was submitted by the developer. Ms. Howard stated that single-family detached homes are being proposed on different sized lots in the area, from 6,000 square feet up to ½ acre lots, with most in the lower to midsize range. She discussed the street and trail connectivity shown on the proposed master plan, as well as topography and environmental features, stormwater management, greenspace and parks, and described the proposed development phasing. She provided a rendering of the different work areas proposed in the order they will be completed. She noted that the phasing was particularly important to ensure that the major north-south and east-west road connections are made in a timely fashion to prevent traffic circulation issues in the future neighborhood, particularly when the new school is built. These important streets include connections between Waterbury Drive and Union Road, and two north-south street connections to 27<sup>th</sup> Street and a neighborhood street connection near the northwest corner of the new high school site. This will allow local residents a much shorter route to school that will encourage walking and biking. Staff recommends that at least one north-south route be completely constructed within one year of the high school opening, anticipated in 2023. The Future Land Use Map was displayed for the area and Ms. Howard stated that the project is consistent with the Comprehensive Plan. She noted that the development is also accessible to public infrastructure, but that sanitary sewer will need to be extended from the south to serve the southern half of the development. Staff has recommended that the developer work with the school district on a mutually beneficial arrangement for extending the sewer. Howard summarized the points in the staff report. Staff recommends discussion by the Commission at this time and setting a public hearing for the upcoming meeting on May 27.

Gale Bonsall, 85 River Ridge Road, stated that he feels it is a great subdivision and asked about the potential for him to develop property he owns in the area. The developer agreed to discuss the possibilities with Mr. Bonsall for connection to their proposed street stub to the north.

Mike Goyen, 1712 Union Road, noted concerns about parking as the lots are smaller and wondered about the width of the streets. He also asked about the proposed retention pond next to his property and where the overflow will go, as well as whether he will be responsible for weed management.

Tim Veheyen, project engineer from ISG, stated that the standard street width should not create parking issues. He also explained that the detention basin is the responsibility of the developer, and the overflow will drain across his property, but it will be no different than the drainage pattern that exists currently. He noted that the drainage would be more controlled with the detention pond in place.

Tim Verheyen, project engineer from ISG, addressed the phasing and how it was decided to be completed in the order that has been proposed.

Mr. Leeper recused himself from the discussion due to a conflict of interest. There were few comments from the Commission. The item was moved to the next meeting.

Public Hearing  
5/27/20

The first item of business was a public hearing on a rezoning request for West Fork Redevelopment from R-1 and A-1 to RP, Planned Residential that was discussed at the last meeting. Chair Holst introduced the item and Ms. Howard provided

background information. She explained that the northern 120 acres of the property was rezoned in October 2019 and the owner would like to rezone the entire 177 acres now to RP. She noted that a proposed Master Plan was submitted as well and discussed the details of the master plan. She covered street and trail connectivity, topography and environmental issues, stormwater management, greenspace and parks, and development phasing. Ms. Howard discussed the phasing in more detail explaining the proposed work areas and their locations. She talked about consistency with the Comprehensive Plan, noting that the master plan is consistent and staff feels the proposal is desirable to serve the community. Ms. Howard spoke about the accessibility to public infrastructure and stated that sanitary sewer will need to be extended and that sanitary sewer tapping fees would be required at platting.

Staff recommends approval of the rezoning request, subject to a R-P master plan and development phasing plan according to the stipulations in the staff report.

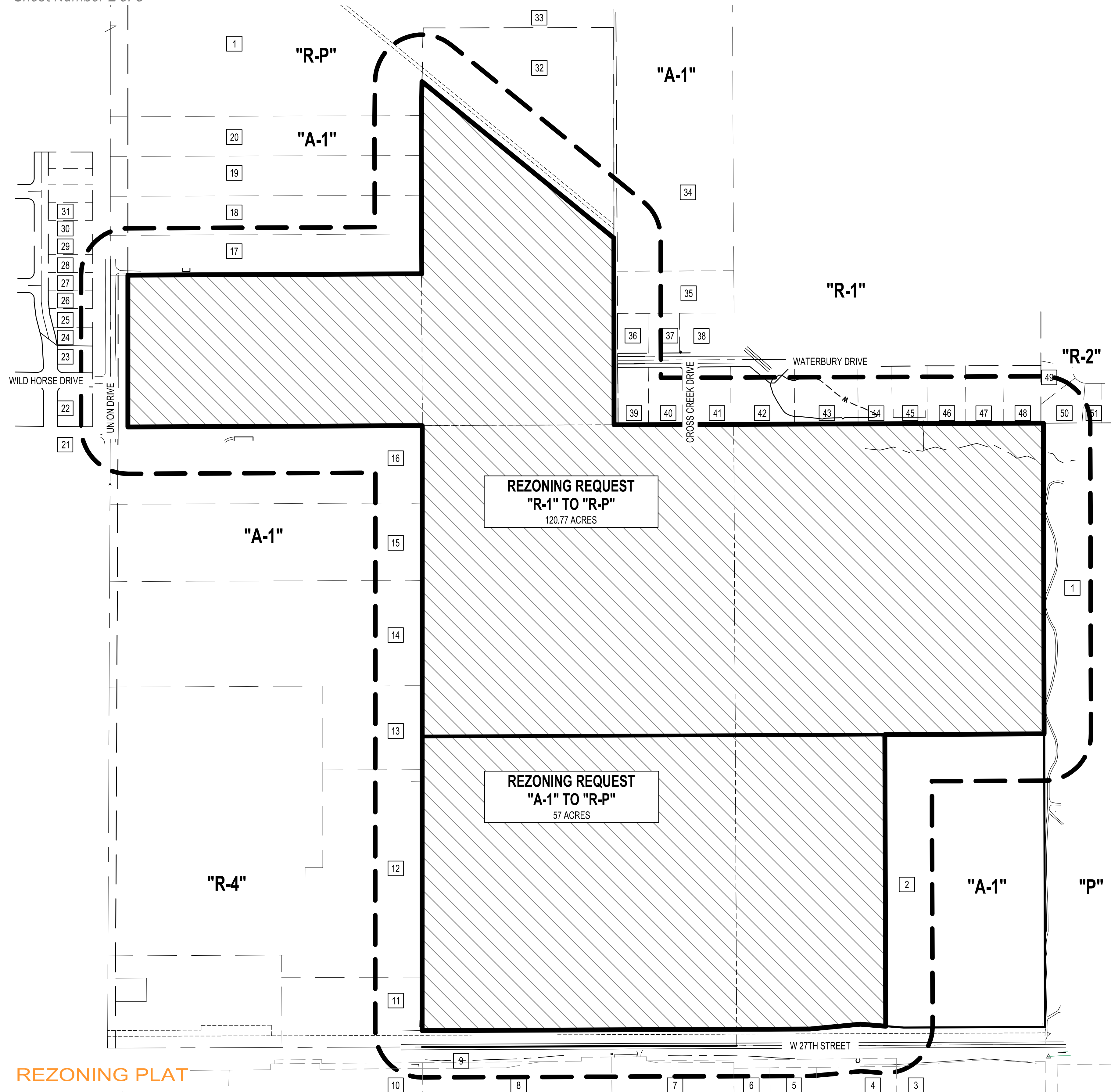
Tim Verheyen, 4818 Briarwood Drive, project engineer from ISG representing the developer, provided brief information regarding utilities on the property and their location.

Ms. Saul made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 7 ayes (Adkins, Hartley, Holst, Larson, Lynch, Prideaux and Saul), and 0 nays.









# "OWNERS LISTING" FOR "REZONING REQUEST" "A-1 & R-1" TO "R-P"

## LEGAL DESCRIPTION

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821

AND

Lot No. 2 in Robinson's Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner's Dedication filed July 29, 1992 in 302 Misc. 305

AND

The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT

Parcel A in Lot 2 of Robinson's Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

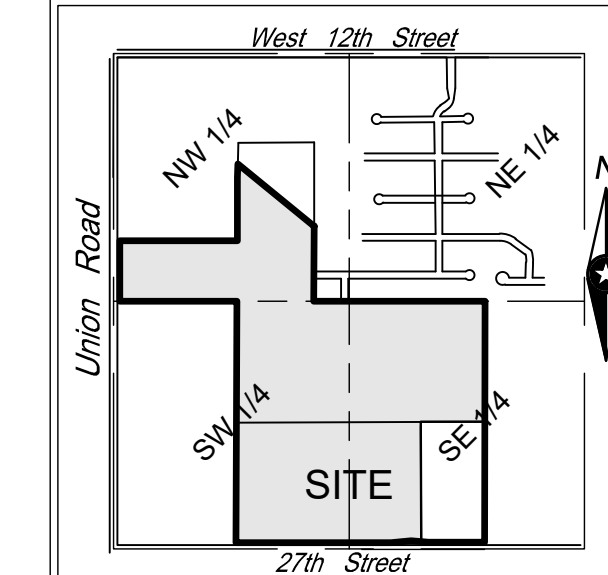
and

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

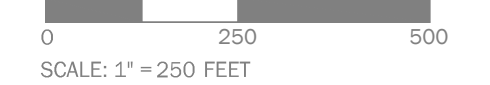
## NAMES OF ALL PROPERTY OWNERS WITHIN 300 FEET OF REZONING

- |                                   |                                  |   |
|-----------------------------------|----------------------------------|---|
| 1. STATE OF IOWA BOARD OF REGENTS | 21. PICKLUM, WARREN & NEYSA      | 41. ESTEP, TARA & MARK                          |
| 2. STATE OF IOWA BOARD OF REGENTS | 22. PITZ, STEVEN & NANCY         | 42. TIMM, STEVEN & JULIE                        |
| 3. RASMUSSEN CO                   | 23. BARNHART, THOMAS & CHELSEA   | 43. SCHUERMAN CONSTRUCTION INC                  |
| 4. RASMUSSEN, DONALD R            | 24. MIDWEST DEVELOPMENT CO       | 44. MASON, BENJAMIN & CARMEN                    |
| 5. RASMUSSEN, JACK P TRUST        | 25. MIDWEST DEVELOPMENT CO       | 45. HURST, EMIL & JENNIFER                      |
| 6. RASMUSSEN COMPANY              | 26. HERNANDEZ, KEVIN & GINA      | 46. BRADLEY, DONALD & CAROL                     |
| 7. BRUNSCHON, KEAGHAN & ANTHONY   | 27. MIDWEST DEVELOPMENT CO       | 47. OLSEN, CHRISTOPHER & LEAH                   |
| 8. MORRIS, DANIEL & JULI          | 28. MIDWEST DEVELOPMENT CO       | 48. GERDES, BENJAMIN & ELIZABETH                |
| 9. CITY OF CEDAR FALLS            | 29. SPAUDE, CHRISTOPHER & ASHLEY | 49. BECKER, STACIE                              |
| 10. DAMGAARD, THOMAS & PAULA      | 30. BARTELT, ROBERT & KALE       | 50. CARPENTER, KELLY & KRISTEN                  |
| 11. SIRES, DAVID & JOY            | 31. MIDWEST DEVELOPMENT CO       | 51. SURNEDI, MURALI & VELAMASETTI, SAROJINIKALA |
| 12. SIRES, DAVID                  | 32. TERRACES AT WESTGLEN         |   |
| 13. SIRES, JOY                    | 33. CITY OF CEDAR FALLS CSD      |   |
| 14. SIRES, DAVID & LISA           | 34. PAULSEN, GLORIA & HOWARD     |   |
| 15. RATH, ELIZABETH & RICHARD     | 35. BNKD INC                     |   |
| 16. TRESSLER, KENNETH & LORRAINE  | 36. POPPENS, SCOTT & MURIEL      |   |
| 17. GOYEN, MICHAEL & DENISE       | 37. PAGE, BRIAN & ELIZABETH      |   |
| 18. BONSALE, GALE                 | 38. RANGE, DEVIN                 |   |
| 19. GIRSCH, MICHAEL               | 39. HOLAHAN, CHRISTOPHER         |   |
| 20. GIRSCH, SUE                   | 40. HOLAHAN, BROOKE              |   |

### VICINITY MAP (NOT TO SCALE)



SEC. 15, TWP. 89, RGE. 14  
Black Hawk County, Iowa



Prepared by: Karen Howard, 220 Clay Street, Cedar Falls, IA 50613 (319)268-5169

**DEVELOPMENTAL PROCEDURES AGREEMENT  
AND RP MASTER PLAN FOR WEST FORK CROSSING**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called “CITY” and Money Pit, LLC. and Waterbury Property Investors, LLC, hereinafter called “OWNERS”, for the purpose of outlining procedures to be followed for the development of West Fork Crossing according to an RP Planned Residence District Master Plan and Development Phasing Plan, attached hereto and adopted herein as Exhibits A and B, respectively, said residential development containing approximately 177 acres of land, said land legally described as follows and hereinafter referred to as the “Property”:

Legal Description

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821

AND

Lot No. 2 in Robinson’s Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner’s Dedication filed July 29, 1992 in 302 Misc. 305

AND

The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT

Parcel A in Lot 2 of Robinson’s Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

AND

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

### RECITALS

WHEREAS, OWNERS submitted a petition to rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District, more specifically described above and hereinafter referred to as “the Property;” and

WHEREAS, the RP Planned Residence District is intended to provide the flexibility to establish multi-use and integrated use residential developments and to provide for the orderly planned growth of residential developments on larger tracts of land and that such planned residence districts be designed and developed in substantial conformity with the standards of the comprehensive plan and with recognized principals of civic design, land use planning and landscape architecture; and

WHEREAS, OWNERS acknowledge the up-zoning and general flexibility of the Property to RP Planned Residence District causes a need for orderly phased development and construction of neighborhood infrastructure that ensures the health and welfare of future residents, which includes parks and trails, a well-connected network of streets, storm water management facilities, sewer and water lines; and therefore is in the best interest of the CITY and the OWNERS to enter into a developmental procedures agreement to ensure that the land is developed according to a master plan and development phasing plan that incorporates all these important elements, is designed to respond to the natural topography of the site, and is consistent with the intent of the RP Planned Residence District, the Comprehensive Plan and Future Land Use Map; and

WHEREAS, the OWNERS acknowledge that certain conditions and restrictions are reasonable to ensure that the property is developed in an orderly fashion according to a Master Plan and Development Phasing Plan that specifies allowed uses, lot dimensional standards, a well-connected street network, a trail and sidewalk network, parkland, storm water management facilities, traffic calming measures, and other necessary elements, the need for which is caused by the up-zoning of the site from A-1, Agricultural and R-1 Residence District to RP Planned Residence District; and

WHEREAS, the CITY requires and the OWNERS acknowledge the necessity of installing wider pedestrian facilities along major street corridors that abut the development to meet the needs of the subject development and the larger community, in the form of a 10-foot wide public recreational trail. The CITY shall pay the OWNERS the difference in cost between installing a 4-foot wide sidewalk typically required along street frontages within a residential subdivision and the 10-foot wide public recreational trail, or alternatively, depending on the timing of development, the CITY may construct the 10-wide recreational trail as a part of a public project, with the OWNERS responsible for reimbursing the CITY for their proportional share of the cost, namely the cost of installing a 4-foot wide sidewalk along said major street corridors; and

WHEREAS, it is the desire of the CITY to insure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provisions of the RP - Planned Residence District; and

WHEREAS, the OWNERS agree to develop the property in accordance with the terms and conditions of this Developmental Procedures Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and OWNERS agree as follows:

1. The Recitals are incorporated herein by reference.
2. In consideration of the CITY's rezoning of the Property, OWNERS agree that the development of the Property will conform to all other applicable requirements of the zoning chapter of the CITY's code of Ordinances, as well as the following stipulations:
  - a. Principal uses of the property are restricted to detached single unit dwellings;
  - b. Minimum lot area is 6000 square feet;
  - c. Minimum lot width is 60 feet;
  - d. Minimum front yard setback is 20 feet;
  - e. Minimum side yard setback is 10% of the lot width;
  - f. Minimum rear yard setback is 30 feet;
  - g. On corner and double fronting lots there shall be a minimum 20-foot setback along all street frontages;
  - h. Double fronting lots located along Union Road and W. 27<sup>th</sup> Street shall have a minimum lot depth of 150 feet;
  - i. Corner lot driveway locations shall be a minimum of 20 feet from the intersection of local streets and a minimum of 75 feet from the intersection of Union Road or W. 27<sup>th</sup> Street measured according to the SUDAS standards;
  - j. There shall be no direct driveway access to Union Road or W. 27<sup>th</sup> Street;
  - k. Maximum building height is 2-1/2 stories above grade as measured at the front building line, but not to exceed 35 feet above grade at any point around the perimeter of the building;
3. The Property shall be subdivided and developed according to the West Fork Crossing Master Plan, attached hereto and incorporated herein as Exhibit A, and according to the stipulations below:

- a. The Property shall be subdivided and developed according to the connected street and block pattern illustrated in Exhibit A. Street names shown on the master plan are for illustrative purposes and may change at the time of platting to meet City and County street naming policies;
- b. A variety of lot sizes shall be provided with overall development density not to exceed four dwelling units per acre;
- c. No cul-de-sacs shall be allowed;
- d. Streets shall be stubbed to the adjoining properties as illustrated in the master plan;
- e. At the northern terminus of Peters Parkway, an emergency vehicle turn around shall be constructed according to Public Safety Department standards and shall remain until such time as Peters Parkway is extended north to provide a connection to the Terraces at West Glen subdivision. Exact alignment of the northern terminus of Peters Parkway shall be determined at the time of platting;
- f. Traffic calming measures shall be implemented in the locations indicated on the master plan, in a manner that meets the specifications of the City Engineer;
- g. At the time of platting, the CITY shall determine the appropriate intersection design and right-of-way needs at the intersection of local streets with W. 27<sup>th</sup> Street;
- h. To serve the needs of the approximately 500 new households within the development area, a minimum three-acre neighborhood park shall be established in the location noted on the master plan and shall be graded and seeded in a manner acceptable to the CITY prior to dedication; the park shall be dedicated to the CITY subsequent to establishment and acceptance by the CITY of the adjacent storm water management facilities and drainage swale;
- i. 10-foot-wide recreational trails shall be constructed along the property's frontage on Union Road and W. 27<sup>th</sup> Street. The CITY shall pay the OWNERS the difference in cost between installing a 4-foot wide sidewalk typically required along street frontages within a residential subdivision and the 10-foot wide public recreational trail, or alternatively, depending on the timing of development, the CITY may construct said trail as a part of a public project, with the OWNERS responsible for reimbursing the CITY for their proportional share of the cost, namely the cost of installing a 4-foot wide sidewalk along said major street corridors, with payment due at final plat of the first subdivision phase;
- j. To provide for good bicycle and pedestrian circulation within and through the development, 6-foot-wide sidewalks shall be constructed along major travel routes as shown in the Master Plan;

- k. A 10-foot-wide trail shall be constructed from Waterbury Drive north along the eastern boundary of the Property, as shown on the master plan, for eventual extension through the Terraces at West Glen subdivision to provide a bicycle and pedestrian connection from the new neighborhood to Robinson-Dresser Sports Complex;
  - l. During development of the Property, all construction traffic shall access the site from Union Road or W. 27<sup>th</sup> Street; construction traffic shall not access the site from streets within the Lexington Heights subdivision;
  - m. At the time of platting a conservation easement shall be established on the lots labeled on the master plan as “outlots for conservation use;”
  - n. Delineated wetlands on the Property must be preserved to the extent possible with a plan for mitigating any wetland lost due to development activity required at the time of platting either on-site or through payment of wetland credits;
  - o. Sanitary sewer tapping fees shall be required at the time of final platting, including for subdivision phases served by a new sewer district, which will be established when the CITY constructs the sewer connection from south of W. 27<sup>th</sup> Street to serve the new high school site and the West Fork Crossing development;
4. The Property shall be subdivided and developed according to the West Fork Crossing Development Phasing Plan, attached hereto and incorporated herein as Exhibit B, and according to the stipulations below:
  5. To ensure that the major east-west and north-south connections develop first to provide good traffic circulation as the development builds out, the Property shall be developed according to the Development Phasing Plan, attached hereto as Exhibit B, which will result in the following important street connections being constructed first:
    - a. The east-west connection between Union Road and Waterbury Drive in phase 1;
    - b. The north-south connection between phases 1, 2, 3, and 4, from Waterbury Drive to Breckenridge Court, then to Westminster Avenue, then to Cross Creek Drive, then along Loveland Drive to Snowmass Road, to Silverhorse Road to the intersection with W. 27<sup>th</sup> Street;
    - c. In Phase 3, a street connection shall be constructed in line with the driveway entrance to the Cedar Falls High School site along its western boundary;
    - d. The north-south connection from the northern terminus of Peters Parkway in phases 1 and 2, and then along Westminster Drive in phase 5 to its intersection with W. 27<sup>th</sup> Street;
    - e. Another important connection to help distribute traffic within the neighborhood will be the connection in phase 6 from Cross Creek Drive to the phase 4 area; said





Waterbury Property Investors, LLC.

By: \_\_\_\_\_  
Brent Dahlstrom, (Title)

STATE OF IOWA )

) ss:

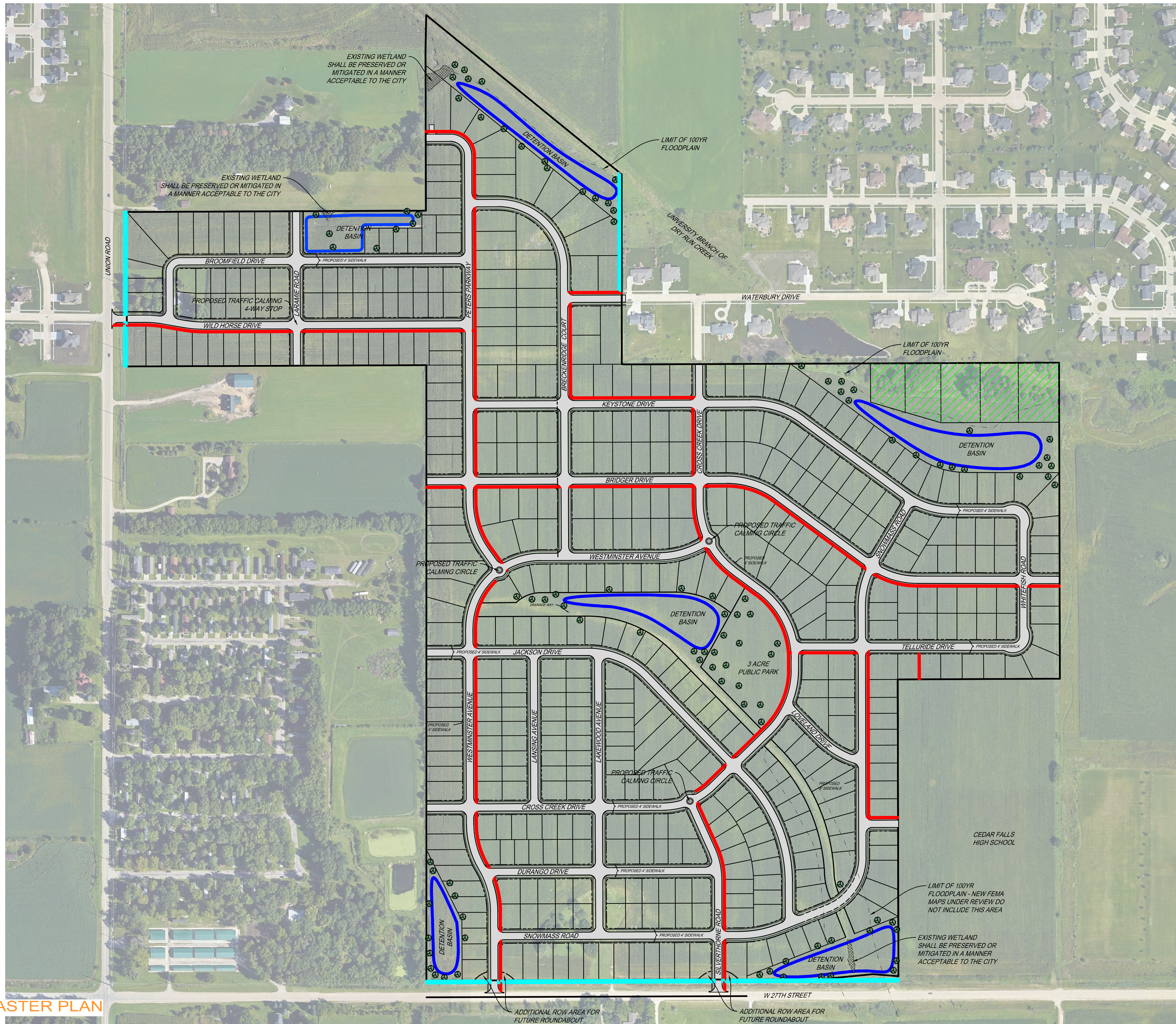
COUNTY OF BLACK HAWK )



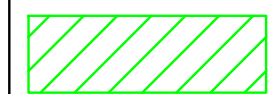
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Brent Dahlstrom, (Title), Waterbury Property Investors, LLC, a limited liability company.

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

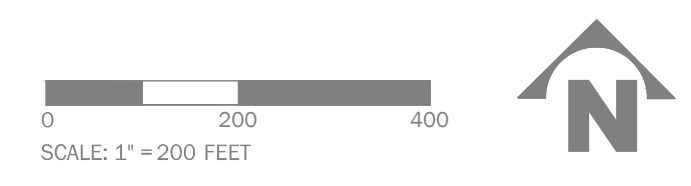
DRAFT



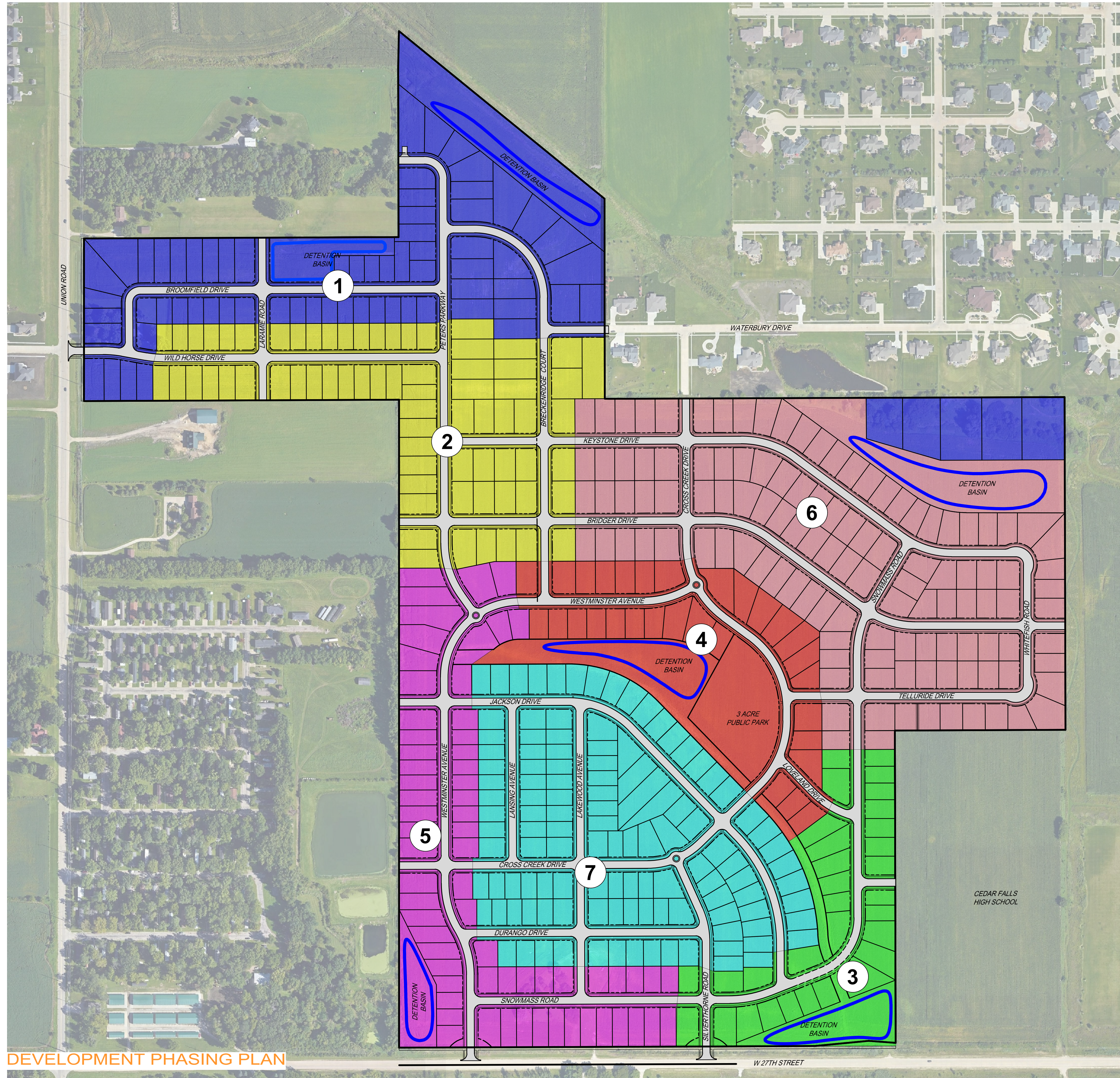


LEGEND	
	10FT WIDE TRAIL
	6FT WIDE TRAIL
	OUTLOTS FOR CONSERVATION USE

MASTER PLAN



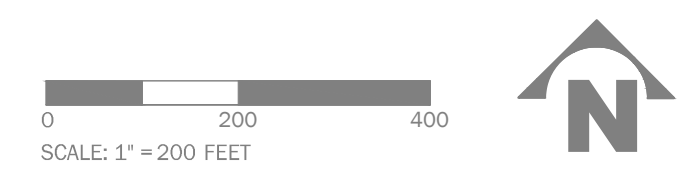




WORK AREA LEGEND	
COLOR	WORK AREA
	AREA 1
	AREA 2
	AREA 3
	AREA 4
	AREA 5
	AREA 6
	AREA 7

\* WORK AREA PLAN IS PREPARED FOR POTENTIAL PHASING OPPORTUNITIES WITHIN WEST FORK CROSSING. THE PROPOSED WORK AREAS ARE NUMBERED BASED ON SEQUENCE OF TIMING FOR EACH AREA. EACH AREA WILL BE COMPLETED PRIOR TO COMMENCING WORK WITHIN THE NEXT NUMBERED AREA. WORK WITHIN AREAS 6 AND 7 WILL NOT COMMENCE UNTIL AREA 5 IS COMPLETED. THE SEQUENCE OF WORK WITHIN AREAS 6 AND 7 COULD INTERCHANGED DUE TO THE NEEDS OF THE CITY. ALL WORK AREAS WILL BE BUILT OUT BASED ON THE MARKET FACTORS.

DEVELOPMENT PHASING PLAN







## DEPARTMENT OF COMMUNITY DEVELOPMENT

**PLANNING & COMMUNITY SERVICES**  
220 CLAY STREET  
PH: 319-273-8606  
FAX: 319-273-8610

**INSPECTION SERVICES**  
220 CLAY STREET  
PH: 319-268-5161  
FAX: 319-268-5197

**RECREATION & COMMUNITY PROGRAMS**  
110 E. 13<sup>TH</sup> STREET  
PH: 319-273-8636  
FAX: 319-273-8656

**VISITORS & TOURISM/  
CULTURAL PROGRAMS**  
6510 HUDSON ROAD  
PH: 319-268-4266  
FAX: 319-277-9707

### MEMORANDUM

**TO:** Mayor Robert M. Green and City Council  
**FROM:** Karen Howard, Planning & Community Services Manager  
**DATE:** July 29, 2020  
**SUBJECT:** Public Hearing to consider offers to purchase and to convey vacated right-of-way along Prairie Parkway

**REQUEST:** Consideration of offer(s) to purchase and to convey vacated portion of Prairie Parkway (Case #VAC19-003)

**LOCATION:** 21,995 sq. ft. of public property located at the south west corner of Prairie Parkway and Prairie View Road roundabout.

#### PROPOSAL

Western Home Communities requested a vacation of 21,995 sq. ft. of public right-of-way located near the southwest corner of Prairie Parkway and Prairie View Road. Council held a public hearing on June 1 on an ordinance to vacate the subject right-of-way and on July 20, the Council adopted said ordinance. The City notified persons who were to be given preference to purchase the vacated right-of-way according to the provisions of Section 306.23, Iowa Code. An offer to purchase the vacated ROW along with certified checks made payable to the City of Cedar Falls for the fair market value of \$26,407 were received from Western Home Services, Inc. Fair market value was determined by independent appraisal with reductions for easements retained.

#### RECOMMENDATION

Staff recommends approval of a resolution to convey the vacated real estate, subject to establishment of a perpetual landscape, drainage and utility easement and a separate perpetual utility easement, and further subject to existing easements of record, all as shown on the attached vacation plat, to Western Home Services, Inc. for the fair market value of \$26,407 and to authorize the Mayor and the City Clerk to execute a Quit Claim Deed for the described real estate and to deliver said Quit Claim Deed to the Grantee.

**Attachments:** Resolution to Convey Vacated ROW and execute a Quit Claim Deed  
Right of Way Vacation Plat

For County Recorder's use.

**INDEX LEGEND**

General Description: Part of the SW 1/4, Section 30-T89N-R13W,  
 Surveyor: David L. Scheil (#16775)  
 Surveying Company: Wayne Claassen Engineering & Surveying, Inc.  
 2705 University Avenue (P.O. Box 898)  
 Waterloo, Iowa 50704  
 (319)235-6294  
 Survey Requested By: Western Home Communities  
 Proprietor: Cedar Falls

# RIGHT-OF-WAY VACATION PLAT

Part of Prairie Parkway

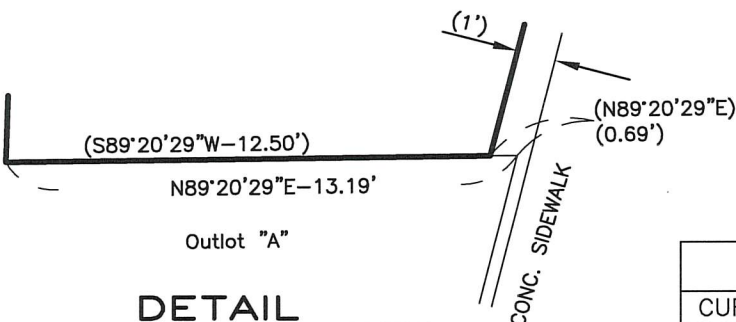
SHEET 1 OF 2

**LEGAL DESCRIPTION**

**Right-of-Way Vacation, part of Prairie Parkway**

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

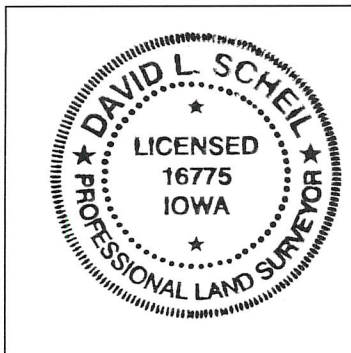
Beginning at the Northeast corner of Outlot "A", Western Home Communities Ninth Addition; thence N87°16'55"E Thirty-six and Fifty-five Hundredths (36.55) feet along the Easterly extension of the North line of said Outlot "A"; thence S23°04'27"E Ten and Seventy-nine Hundredths (10.79) feet; thence Southerly One Hundred Fifty-three and Eighty-two Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty-three and Ninety-eight Hundredths (233.98) feet and a chord of One Hundred Fifty-one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty-one and Thirty-seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty-six (866.00) feet and a chord of Thirty-one and Thirty-seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty-two and Sixty-three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty-three (3053.00) feet and a chord of Four Hundred Thirty-two and Twenty-seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet, but retaining a perpetual landscape, drainage and utility easement, described as over, under and across the East Thirty (30.00) feet of above described parcel containing 12721 square feet; and also retaining a separate perpetual utility easement, described as over, under and across the North Ten (10.00) feet of above described parcel containing 395 square feet; and further subject to existing easements of record.



**DETAIL  
NO SCALE**

CURVE TABLE					
DIMENSIONS IN FEET					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.
C1	(153.82)	(233.98)	(37°40'00")	(151.07)	(S02°21'10"E)
C2	(31.37)	(866.00)	(2°04'33")	(31.37)	(S15°26'25"W)
C3	(432.63)	(3053.00)	(08°07'09")	(432.27)	(N05°58'44"E)
	432.63	3053.00	08°07'09"	432.27	S05°58'44"W
C4	73.25	3053.00	01°22'29"	73.25	S10°43'34"W

CES FILE NO. \_\_\_\_\_ ML \_\_\_\_\_



**CERTIFICATION**

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Signature: *David L. Scheil*  
 David L. Scheil, P.L.S.

Date: May 26, 2020 License No. 16775

Pages or Sheets Covered by this Seal: 2

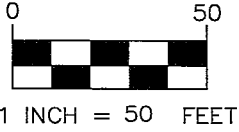
My license renewal date is December 31, 2020

CSLCS

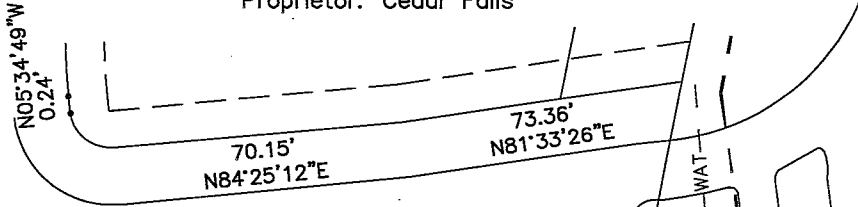
# RIGHT-OF-WAY VACATION PLAT

SHEET 2 OF 2

Part of Prairie Parkway  
Part of the SW 1/4, Section 30-T89N-R13W,  
Cedar Falls, Black Hawk County, Iowa  
Survey for: Western Home Communities  
Proprietor: Cedar Falls



Shooting Star Way



Prairie View Road

CONC. SIDEWALK

S84°25'11\"/>

20' SETBACK LINE

10' UTIL. EASEMENT  
AS PER WESTERN HOME  
COMMUNITIES SEVENTH ADD.

S87°16'55\"/>

(36.55')

10' UTIL. EASEMENT

(S23°04'27\"/>

(10.79')

CONC. SIDEWALK

Prairie Parkway

WESTERN HOME COMMUNITIES  
NINTH ADDITION  
Outlet 'A'

30' LANDSCAPE, DRAINAGE & UTIL. EASEMENT  
AS PER WESTERN HOME COMMUNITIES SEVENTH ADD.  
TO BE VACATED

(21,995 Sq. Ft.)

(S16°28'41\"/>

CONC. SIDEWALK

SEE DETAIL SHEET 1 OF 2

30' LANDSCAPE, DRAINAGE & UTIL. EASEMENT  
AS PER WESTERN HOME COMMUNITIES SEVENTH ADD.

CES FILE NO. \_\_\_\_\_ ML \_\_\_\_\_



Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay St., Cedar Falls, IA 50613  
(319) 273-8600

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

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED  
CONVEYING VACATED RIGHT-OF-WAY ALONG PRAIRIE PARKWAY IN CEDAR FALLS,  
IOWA

WHEREAS, the City Council held a public hearing on June 1, 2020 regarding an ordinance to vacate a portion of Prairie Parkway right-of-way, as described below, retaining perpetual easements, with the intent to make this land available for sale and conveyance according to Iowa law; and

WHEREAS, on July 20, 2020, the City Council adopted an ordinance vacating the aforementioned portion of right-of-way along Prairie Parkway, retaining perpetual easements; and

WHEREAS, an offer to purchase the vacated right-of-way along with certified checks made payable to the City of Cedar Falls for the fair market value of \$26,407 were received from Western Home Services, Inc., with fair market value being determined by independent appraisal with reductions for easements retained; and

WHEREAS, Western Home Services, Inc. is the owner of property adjacent to the vacated right-of-way and is therefore a preferential bidder under Iowa law, and with such bid equal to fair market value, conveyance of the vacated right-of-way to Western Home Services, Inc. complies with state law and is otherwise in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that conveyance of the real estate described below is hereby authorized and approved, subject to establishment of a perpetual landscape, drainage and utility easement and a separate perpetual utility easement, and further subject to existing easements of record, all as shown on the vacation plat attached hereto as Exhibit "A", and incorporated herein; and

LEGAL DESCRIPTION

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northeast corner of Tract "E", Western Home Communities Seventh Addition; thence N87°16'55"E Thirty-six and Fifty-five Hundredths (36.55) feet along the Easterly extension of the North line of said Tract "E"; thence S23°04'27"E Ten and Seventy-nine Hundredths (10.79) feet; thence

Southerly One Hundred Fifty-three and Eighty-two Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty-three and Ninety-eight Hundredths (233.98) feet and a chord of One Hundred Fifty-one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty-one and Thirty-seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty-six (866.00) feet and a chord of Thirty-one and Thirty-seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty-two and Sixty-three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty-three (3053.00) feet and a chord of Four Hundred Thirty-two and Twenty-seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet, but retaining a perpetual landscape, drainage and utility easement and also retaining a separate perpetual utility easement, and further subject to existing easements of record, all as shown on the vacation plat attached hereto, and incorporated herein.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute a Quit Claim Deed for said described real estate to Western Home Services, Inc., 5307 Caraway Lane, Cedar Falls, Iowa 50613, and to deliver said Quit Claim Deed to said Grantee.

ADOPTED this 3rd day of August, 2020.

\_\_\_\_\_  
Robert M. Green, Mayor

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



**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 Robert M. Green and City Council

**FROM:** Jon Fitch, Principal Engineer, PE

**DATE:** July 29, 2020

**SUBJECT:** 2020 Sidewalk Assessment Project – Zone 3  
SW-000-3204  
Public Hearing

This project involves the repair of deficient sidewalk adjacent to various property owners. The project will repair the deficient sidewalk for the adjacent property owner and assess the cost of repair to the property owner.

Once the repair has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner doesn't pay the bill in 30 days, the cost of repair will be applied to the property owners' property taxes.

The total estimated cost for the construction of this project is \$31,059.90.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

xc: David Wicke, City Engineer  
Chase Schrage, Director of Public Works

**2020 SIDEWALK ASSESSMENT PROJECT**  
**CITY PROJECT NO. SW - 000 - 3204**  
**FINAL ESTIMATE OF COSTS**  
**AND QUANTITIES**  
**JULY, 2020**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	REMOVE SIDEWALK, P.C.C.	S.Y.	\$10.00	376.2	\$3,762.00
2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	\$50.00	330.4	\$16,520.00
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	\$54.00	45.8	\$2,473.20
4	TOPSOIL, FURNISH AND SPREAD	S.F.	\$70.00	30.54	\$2,137.80
5	SEEDING, FERTILIZING AND MULCHING	S.F.	\$1.00	1166.9	\$1,166.90
6	TRAFFIC CONTROL	L.S.	\$5,000.00	1.0	\$5,000.00
<b>TOTAL PROJECT ESTIMATE</b>					<b>\$31,059.90</b>



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**

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**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** July 31, 2020  
**SUBJECT:** Amendment of Article V – Department of Finance & Business Operations

Please find attached changes to Article V of the City's Code of Ordinances related to the Department of Finance & Business Operations. These changes are due to the creation of the Human Resource Division to comply with the City Council's goal of hiring a Human Resource position. By creating this division, a human resource manager position will be created that will manage various staff that currently work on human resource functions. By creating this division, there were then changes to the Financial Services and Legal Services Division sections of the Code. Also, while working on the ordinance for the department, we took the opportunity to clean up some outdated language in all of the divisions in the department.

The changes to the ordinance are presented in redline form and a form accepting all of the changes to show the final version of the ordinance. Again, adding a human resource position was discussed at goal setting and was included in the preparation of the FY21 budget and these ordinance changes are necessary to create the human resource division. Once the ordinance is adopted, a job classification outlining the duties of the position will be presented to Council.

If you have any questions regarding the ordinance or the position, please feel free to contact me.

**ORDINANCE NO. 2968**

AN ORDINANCE REPEALING ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, IN ITS ENTIRETY, AND ENACTING IN LIEU THEREOF NEW ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS.

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

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

**ARTICLE V. - DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS**

DIVISION 1. - GENERALLY

Sec. 2-473. - Created.

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

(Code 2017, § 2-306; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-474. - Duties.

It shall be the duty of the finance and business operations department to provide a full range of support services for all city departments, the city administrator, the mayor and the city council. These services shall include:

- (1) Financial management encompassing accounting, budgeting, payroll, debt management, check issuance, auditing, investment, capital asset management, and completion of required financial reports and records.
- (2) Public records management encompassing the maintenance of official city council minutes, ordinances, resolutions, contracts, deeds, licenses, permits, registry books, assessments, elections, appointments of city officers and public notices.
- (3) Personnel management encompassing the maintenance of employee records, employee salary and benefit administration, employee relations programs, personnel policies, personnel task management accounting, labor relations and the administration of civil service, civil rights and equal opportunity regulations and standards.
- (4) Risk management encompassing the securing of adequate insurance coverage and the provision of safety programs, and workers' compensation administration.
- (5) Information systems encompassing the operation and maintenance of the city's communications systems and mainframe computer, file servers, network infrastructure, personal computers and all related peripheral equipment provided to individual departments.

- (6) Acting as legal counsel to all city offices, boards and commissions, exclusive of autonomous administrative agencies and boards established by the city council with the authority to retain legal counsel. It is the duty of legal counsel to prepare all ordinances, prosecute all actions which are violations of city ordinances, defend or prosecute all suits and actions brought and pending in any court in the state or United States to which the city is a party, prepare all city contracts, and act as the city legal agent for any bonds or legal instruments when directed by the city council.
- (7) Cable television system encompassing the production of video programming for city government, educational and local origination channels and facilitating playback of video programs on the public access channel.
- (8) Performing as the city purchasing agent.
- (9) Administrative management encompassing the development, coordination and implementation of administrative policies and procedures prescribed by the city administrator, mayor and city council to ensure that all legislative actions are completed by the appropriate department.

(Code 2017, § 2-307; Ord. No. 2825, § 1, 6-23-2014)

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

- (a) *Appointment.* The director of finance and business operations shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
  - (1) The director of finance and business operations shall be the chief finance officer (CFO) of the city and shall supervise, direct and manage the conduct of the following divisions:
    - a. Public records.
    - b. Financial services.
    - c. Legal services.
    - d. Information systems.
    - e. Human resources.

The director of finance and business operations shall also supervise, direct, manage and act as liaison to, the library and community center/senior services division.
  - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a controller/city treasurer, and information systems manager, and a city attorney, and a human resources manager, and to recommend to the city administrator, city council, and mayor a city clerk as division heads. Each division head is individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her division. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city, the city administrator, the mayor, the city council and each department with a full range of support services. The director peremptorily may suspend, demote or discharge any subordinate for any lawful reason.

- (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible.
- (4) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.
- (5) The director shall prepare for the city administrator's consideration a preliminary budget by January 1 of each year for the coming fiscal year.
- (6) The director shall prepare and monitor the city's capital improvements program to ensure that the program offers long-term financial stability, including the issuance of long-term debt. .

(Code 2017, § 2-308; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2943, § 1, 6-3-2019)

Sec. 2-476. - Director of finance and business operations—Duties relative to boards, commissions and committees.

The director of finance and business operations or designee shall meet with and furnish assistance and information to the following commissions, boards, committees and other organizations when necessary:

- (1) Mayor's budget review committee.
- (2) Utilities board of trustees.
- (3) Health trust fund board of trustees.
- (4) Civil service commission.
- (5) Human rights commission.
- (6) Library board of trustees.
- (7) Community center and senior services board.
- (8) Sartori Memorial Hospital, Inc., board of directors.
- (9) County attorney.
- (10) Northeast Iowa Area Agency on Aging.
- (11) Any applicable federal and state agencies, including, but not limited to, the state civil rights commission, the state department of management, the state auditor, state attorney general, the state public employment relations board, the state public employment retirement system board, the municipal fire and police retirement system board, the state department of revenue, Internal Revenue Service, U.S. Occupational Safety and Health Administration, and the United States Equal Employment Opportunity Commission.

(Code 2017, § 2-309; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-477. - Acting director of finance and business operations.

Whenever the director of finance and business operations is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the city

administrator has not appointed a director of finance and business operations, the director of finance and business operations or city administrator shall appoint one of the division heads as the acting director of finance and business operations. This designee shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-310; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-478. - Authority of council.

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

(Code 2017, § 2-311; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-479—2-509. - Reserved.

## DIVISION 2. - FINANCIAL SERVICES DIVISION

Sec. 2-510. - Created.

The financial services division of the department of finance and business operations is hereby created.

(Code 2017, § 2-331; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-511. - Duties.

It shall be the duty of the financial services division of the department of finance and business operations to provide a comprehensive financial management program and a full range of personnel services which conforms to federal, state and local regulations.

(Code 2017, § 2-332; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-512. - Controller/city treasurer.

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

regulations for the conduct and management of the division consistent with the department's policies.

- (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
- (5) Providing, in conjunction with the human resources division, a comprehensive personnel management and relations program which has direct correlation to payroll administration.
- (6) Issuing payment on the treasury for all money duly ordered paid therefrom by the council, but the controller/city treasurer shall not draw any such payments except upon the vote of the council. Such payments shall be attested by the required three signatures. The controller/city treasurer shall maintain financial records that account for the check number, date, amount, and payee for each payment issued. The controller/city treasurer shall provide a listing of payments to be approved to the council committee prior to the council meeting. The controller/city treasurer shall also provide a listing of payments made prior to the council meeting as allowed for under the city's purchasing manual.
- (7) Managing the purchasing program for the city, including administering the accounting policies and procedures manual as approved by City Council. The controller/city treasurer or designee shall function as the purchasing agent for all purchases made by the city. All city departments shall furnish the agent with purchase specifications and may attach to their purchase request bids and such other information as they may deem helpful to the purchasing agent. The purchasing agent shall:
  - a. Make no purchases where the amount involved does not exceed \$200.00 without having first secured the approval of the chargeable department head to the proposed purchase. If the approval of a department head cannot be secured, authorization by any two members of the city council shall be sufficient to authorize the proposed purchase by such agent.
  - b. Make an emergency purchase, if deemed necessary by the purchasing agent and the purchase exceeds the sum of \$200.00, however, the agent may make such purchase provided the agent first obtains the approval of any two members of the city council.
  - c. Ensure that all bills covering purchases made by the purchasing agent be subject to final approval or disapproval by the council when submitted for payment.
  - d. Require and file bids on all purchases made for the city by the agent, except in special cases where authorization by the council to purchase without bids has first been secured or where small purchases or emergency purchases are involved.
  - e. Generally award purchases to the lowest responsible bidder. When the lowest bid is not used, the reason therefor shall be plainly noted in detail on the requisition. Purchases shall be consolidated whenever possible in order to foster favorable bids.
  - f. Make a careful check of all bills covering purchases to ascertain that the written approval of the director of the department chargeable with the purchase, and two councilmembers when required, has been duly endorsed thereon, and that the bill has been duly approved by the council.
  - g. Coordinate the investment of idle funds to ensure that the city obtains the most attractive yet financially sound investment benefits available.



- h. Coordinate with director on the issuance of long-term debt.

(Code 2017, § 2-333; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-513. - Acting controller/city treasurer.

Whenever the controller/city treasurer is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a controller/city treasurer, the controller/city treasurer or the director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the controller/city treasurer.

(Code 2017, § 2-334; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-514—2-534. - Reserved.

### DIVISION 3. - INFORMATION SYSTEMS DIVISION

Sec. 2-535. - Created.

The information systems division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-351; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-536. - Duties.

It shall be the duty of the information systems division of the department of finance and business operations to provide support services to the city administrator, mayor, the city council and all departments in the form of printing, communications and computer services. It shall also produce video programming for Cedar Falls government, educational and local origination channels and to facilitate the playback of video programs on the public access channel.

(Code 2017, § 2-352; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-537. - Information systems manager.

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The information systems manager shall supervise, direct and manage the information systems division. The information systems manager's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the information systems division within the parameters of departmental policy.
  - (2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.

- (3) Assigning the personnel of the information systems division as deemed necessary to carry out the functions of the information systems division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
- (4) Providing computer maintenance and operations support to all departments through the city mainframe computer, file servers, network infrastructure, personal computers and all related peripheral equipment.
- (5) Coordinating the purchase and usage of all computer hardware and software in compliance with administrative policy to ensure system integrity.
- (6) Managing the city's communications system, including voice mail system, telecommunications and computer communications.
- (7) Coordinating a training program which provides employees with the type of education necessary for the functions performed.
- (8) Coordinating the purchase and usage of video production equipment.
- (9) Managing the city's government, educational, local origination and public access channels.
- (10) Coordinating the production of video programs for the government access channel with all city departments.
- (11) Coordinating the production of video programs for the government and educational access channels with institutions and community organizations outside of the city's operation.
- (12) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
- (13) Maintaining and operating police computer and video systems.
- (14) Maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects. The collection of maps shall include, but not be limited to, the city street, plat, zoning, thoroughfare, sewer and ward and precinct maps.
- (15) Coordinating the monitoring of computer networks for security issues, fixing detected vulnerabilities and installing security measures and software to protect systems information infrastructure.

(Code 2017, § 2-353; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2943, § 1, 6-3-2019)

Sec. 2-538. - Acting information systems manager.

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

(Code 2017, § 2-354; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-539—2-569. - Reserved.

#### DIVISION 4. - PUBLIC RECORDS DIVISION

Sec. 2-570. - Created.

The public records division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-371; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-571. - Duties.

It shall be the duty of the public records division of the department of finance and business operations to provide a comprehensive management program for all public records which conforms with federal, state and local regulations.

(Code 2017, § 2-372; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-572. - City clerk.

- (a) *Appointment.* A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations. The finance and business operations director shall be responsible for the daily supervision of the city clerk and annual review of the city clerk's performance. Such appointment shall be in accordance with all statutory civil service procedures and section 2-159. Upon entering the duties of city clerk, the oath or affirmation of public office shall be administered.
- (b) *Duties.* The city clerk shall supervise, direct and manage the public records division. The city clerk's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the public records division within the parameters of the departmental policy.
  - (2) Making an annual report of the activities of the division to the finance and business operations director.
  - (3) Assigning the personnel of the public records division as deemed necessary to carry out the functions of the public records division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
  - (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
  - (5) Functioning as the city clerk for all public records management for the city. The duties of the city clerk and designee shall include:
    - a. Attending all meetings of the council and furnishing the mayor with an abstract of all unfinished business; making an accurate record of the proceedings, rules and ordinances adopted by the council, which shall at all reasonable times be open to the public; issuing all notices of special meetings of the council when called, as provided by law; notifying all committees of their appointment and of the business

referred to them; notifying all officers of their election; and performing such other duties required as may be by law, ordinance or resolution.

- b. Preparing, following a regular or special meeting of the council, a condensed statement of the proceedings of the council, including the total expenditure from each municipal fund, and causing the statement to be published in a newspaper of general circulation in the city. The statement shall include a list of all claims allowed and a summary of all receipts, and the statement shall show the gross amount of the claim.
- c. Maintaining custody of, and keeping in the office, all bylaws, ordinances, records, papers and official documents belonging to the city, proceedings of the council and all returns of assessments and elections and appointments of city officers. The city clerk shall not allow any papers or documents to be taken from the office without consent.
- d. Keeping all ordinances passed by the council. It shall be the special duty of the clerk to see that all ordinances are properly and correctly published in the official paper of the city. Immediately following the record of each ordinance, the clerk shall append a certificate stating therein the time and manner of the publication thereof.
- e. Keeping records of deeds and contracts executed by or in favor of the city.
- f. Keeping a register of all licenses and permits granted by the city as required by law, and filing and preserving in his office all petitions, remonstrances and other papers presented to the council.
- g. Furnishing to any officer or other person requiring the record, paper or document a certified copy of any record, paper or document on file. When such copy is furnished to any person other than a city officer, the clerk shall be entitled to receive the fees as adopted in the annual fee resolution.
- h. Preparing all certificates of assessments for sidewalks, sewers and other public improvements. The clerk shall promptly certify to the county auditor, as provided by law, all assessments and taxes of every kind and nature levied by the council which are required to be so certified.
- i. Procuring all necessary supplies for the use of the council and city officers.
- j. Being clerk of the civil service commission for the city or appointing a designee, and performing such duties as are required of the commission's clerk by law.
- k. Maintaining the official seal of the City.
- l. Being responsible for administration and enforcement of parking regulations.
- m. Supervising the administrative support pool.

(Code 2017, § 2-373; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-573. - Acting city clerk.

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

(Code 2017, § 2-374; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-574. - Parking enforcement and administration section.

- (a) The parking enforcement and administration section of the public records division of the department of finance and business operations for the city is hereby created.
- (b) It shall be the duty of the parking enforcement and administration section of the public records division to provide a full range of parking enforcement and administration services dealing with parking enforcement equipment and other parking facilities, and related parking enforcement provisions.
- (c) The duties of the parking enforcement and administration section shall be as follows:
  - (1) To provide for enforcement and collection of all parking enforcement equipment locations and other parking facilities, and repair of equipment.
  - (2) Subject to the approval of the council, the city clerk shall appoint parking enforcement personnel on a full-time or part-time basis, to be compensated from parking enforcement and administration section funds.
  - (3) To maintain all parking enforcement equipment and other parking facilities and related administration records, and handle all parking receipts and disbursements.
  - (4) To enforce and administer all of the provisions of division 2, parking enforcement districts, equipment, operations and facilities, of article IV, stopping, standing and parking, of chapter 23, traffic and motor vehicles, and any other duties and responsibilities assigned to said section by the director of finance and business operations or the city council.

(Code 2017, § 2-375; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2944, § 1, 6-17-2019)

Secs. 2-575—2-596. - Reserved.

#### DIVISION 5. - LEGAL SERVICES DIVISION

Sec. 2-597. - Created.

The legal services division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-391; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-598. - Duties.

It shall be the duty of the legal services division of the department of finance and business operations to provide legal counsel to the city and all of its entities.

(Code 2017, § 2-392; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-599. - Appointment, powers and duties of city attorney.

- (a) *Appointment; supervision.* A city attorney shall be appointed by the director of finance and business operations and shall be responsible to such director. The finance and business operations director shall be responsible for the daily supervision of the city attorney and file an annual evaluation of the city attorney's performance. Such appointment shall be in accordance with all statutory civil service procedures and section 2-159.
- (b) *Duties.* The city attorney shall supervise, direct and manage the legal services division. The city attorney's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the legal services division within the parameters of the departmental policy.
  - (2) Making an annual report of the activities of the division to the finance and business operations director.
  - (3) Assigning the personnel of the legal services division as deemed necessary to carry out the functions of the legal services division, and prescribing rules and regulations for the conduct and management of the division consistent with the departmental policy.
  - (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
  - (5) Providing, in conjunction with the human resources division, a comprehensive personnel management and relations program which includes:
    - a. Coordinating with the human resources division regarding all labor relations, civil service, human rights, equal employment opportunity and workers' compensation hearings, meetings or bargaining sessions.
    - b. Coordinating with the human resources division regarding the city's risk management program by evaluating the city's risk and loss exposure and recommending treatment of such exposure, including, but not limited to, recommending the purchase of insurance to the city council and implementing safety programs and loss control programs which reduce the risk exposures for all municipal operations.
    - c. Maintaining and updating annually the city's statement of policy on personnel and procedures in compliance with city council action.
    - d. Coordinating with the human resources division regarding all employee grievances through the prescribed procedures in the city's statement of policy on personnel and procedures or labor agreements.
    - e. Coordinating with the human resources division regarding the administration of city administrative policies, risk management policies, and personnel policies.
  - (6) On or before January 1, after the adjournment of any general assembly, preparing and presenting to the council for passage such ordinances as may be required to amend existing ordinances or to repeal existing ordinances on account of laws enacted by the general assembly, or such ordinances as may be necessary or which the city attorney shall think proper in view of the laws enacted by the general assembly amending existing statutes or creating new statutes applicable to cities.
  - (7) Acting as legal advisor and counsel for the city and all officers of the city, including all boards and commissions of the city, except autonomous administrative boards of trustees; giving his opinion upon questions of law arising out of any matters pertaining to the interests of the city whenever requested by the mayor or council or other officers

of the city; giving legal advice to any of the city officers concerning their official duties when required to do so; and giving legal advice and assistance, as may be required, to all committees of the council and, when requested, giving his opinion in writing, which shall be filed and preserved among the records.

- (8) Prosecuting all suits for violation of the city ordinances, except as otherwise provided.
- (9) Prosecuting or defending all suits and actions to be brought and pending in any court in the state or United States to which the city is a party or in which, in the opinion of the council, the interests of the city are brought into controversy, or in which the official acts of any of its officers, servants or agents are involved, and taking appeals in such cases as the interests of the city require or whenever directed by the council to do so.
- (10) When directed to do so by the council or proper officers of the city, including all boards and commissions of the city except the various utility boards of trustees, preparing drafts for contracts, ordinances, condemnation proceedings and forms of any other legal papers which may be required for the use of the city or its officers in the discharge of their duties.
- (11) Signing the name of the city to papers of whatever kind necessary in legal proceedings for the prosecution of any suit in court, when directed to do so by the council.
- (12) Attending all regular meetings of the council and special meetings thereof when notified to do so; attending meetings of the committees of the council when notified by the chairman to do so; and attending meetings of all boards and commissions of the city, except autonomous administrative boards of trustees, when notified by such boards and commissions.

(Code 2017, § 2-393; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-600. - Appointment and duties of additional city attorneys; employment of associate counsel.

The city attorney may appoint additional attorneys upon approval of the director of finance and business operations and city administrator. The attorneys shall prosecute all actions for violations of city ordinances or assist the city attorney in the prosecution thereof, as well as other duties, as assigned by the city attorney. In any case which may arise, associate counsel shall not be employed at the expense of the city, unless such employment shall be authorized by resolution of the council or the board whose jurisdiction is affected. The director of finance and business operations may hire additional attorneys for special legal representation on a contract basis or hourly basis, based upon existing city administrative policies.

(Code 2017, § 2-394; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-601. - Acting city attorney.

Whenever the city attorney is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a city attorney, the assistant city attorney or other attorney appointed by the city attorney or director of finance and business operations shall serve as designee and exercise all the powers and duties of the city attorney.

(Code 2017, § 2-395; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-602. - Compensation of attorney and assistant attorney; allowance for office expenses.

The salary and allowance for the office expenses of the city attorney and assistant city attorney shall be established annually by resolution by the council.

(Code 2017, § 2-396; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-603—2-610. - Reserved.

#### DIVISION 6. – HUMAN RESOURCES DIVISION

Sec. 2-611. - Created.

The human resources division of the department of finance and business operations for the city is hereby created.

Sec. 2-612. - Duties.

It shall be the duty of the human resources division of the department of finance and business operations to provide a comprehensive personnel management program and a full range of personnel services which conforms to federal, state and local laws and regulations.

Sec. 2-613. - Appointment, powers and duties of human resources manager.

- (a) *Appointment; supervision.* A human resources manager shall be appointed by the director of finance and business operations and shall be responsible to such director. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The human resources manager shall supervise, direct and manage the human resources division. The human resources manager's duties shall be as follows:
  - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the human resources division within the parameters of the departmental policy.
  - (2) Making an annual report of the activities of the division to the finance and business operations director.
  - (3) Assigning the personnel of the human resources division as deemed necessary to carry out the functions of the human resources division, and prescribing rules and regulations for the conduct and management of the division consistent with the departmental policy.
  - (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
  - (5) Providing a comprehensive personnel management and relations program which includes:
    - a. Maintaining official employee evaluation, discipline and employment records.



- b. Administering employee benefit programs, including but not limited to IPERS, FICA, sick leave, vacation, savings program, life insurance, and health insurance benefits.
- c. Coordinating all employment application procedures, including advertising, screening, civil service testing, interviews, department selection and employee orientation.
- d. Coordinating all employee training and education assistance requests.
- e. Maintaining and updating annually the city's official job description and pay plan in compliance with city council action.
- f. Coordinating with legal services division all labor relations, civil service, human rights, equal employment opportunity and workers' compensation hearings, meetings or bargaining sessions.
- g. Administering the city's risk management program by evaluating the city's risk and loss exposure and recommending treatment of such exposure, including, but not limited to, recommending the purchase of insurance to the city council and implementing safety programs and loss control programs which reduce the risk exposures for all municipal operations in coordination with the legal services division.
- h. Administering unemployment insurance benefits.
- i. Serving as the administrator of the city personnel policy and collective bargaining agreements.
- j. Managing city employment programs endorsed by the city council, including workfare, work release and work restitution programs.
- k. Maintaining and updating annually the city's statement of policy on personnel and procedures in compliance with city council action.
- l. In conjunction with the legal services division, processing all employee grievances through the prescribed procedures in the city's statement of policy on personnel and procedures or labor agreements.

Sec. 2-614. - Acting human resources manager.

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

Secs. 2-615—2-622. - Reserved.

DIVISION 7. - LIAISON LIBRARY AND COMMUNITY CENTER/SENIOR SERVICES SECTION

Sec. 2-623. - Library liaison.

The finance and business operations director shall act as the liaison to the library board of trustees. As part of this liaison relationship, the library director shall provide updates of the

library operations to the director of finance and business operations and work with the director of finance and business operations in managing the community center/senior services section.

(Code 2017, § 2-416; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-624. - Community center/senior services section.

- (a) The community center/senior services section of the department of finance and business operations for the city is hereby created.
- (b) It shall be the duty of the community center/senior services section of the department of finance and business operations to provide services and programs for the senior citizens of the city and a location for community gatherings, special events, and group meetings which encourage social, recreational, and business interaction of citizens of the city.
- (c) The section shall have the power to operate and maintain the city community center, in compliance with the operations and programming policy prescribed by the community center and senior services board, the library director, the director of finance and business operations, and the city council.
- (d) The library director shall manage the community center/senior services section and shall be responsible for assigning staff to the library and the community center facilities as deemed necessary.
- (e) The library director shall make an annual report of the activities of this section for each fiscal year and the report shall be filed with the finance and business operations director.
- (f) The library director shall attend the meetings of the community center and senior services board and provide full and complete records of all proceedings.

(Code 2017, § 2-417; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-625—2-651. - Reserved.

INTRODUCED: \_\_\_\_\_ July 6, 2020 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ July 6, 2020 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ July 20, 2020 \_\_\_\_\_

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

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

\_\_\_\_\_

Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** July 22, 2020  
**SUBJECT:** New Job Classification – Human Resources Manager

Attached is a job classification for the Human Resources Manager position. As you are aware, staff has brought forward to council ordinance changes creating the Human Resources Division under the Department of Finance & Business Operations. By creating this division, a job classification for the manager of that division was developed and a pay grade was established.

Adding a Human Resources position was discussed at goal setting and was included in the preparation of the FY21 budget that was approved by City Council. This position is exempt from Civil Service, so once the job classification has been approved by City Council, the hiring process will begin.

If you have any questions regarding the job classification, please feel free to contact me.



# JOB CLASSIFICATION

<b>Job Title</b>	Human Resources Manager	<b>Job Code</b>	440
<b>Department</b>	Finance and Business Operations	<b>Pay Band</b>	14
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	7/2020	<b>Adopted</b>	8/3/2020

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

## POSITION DEFINITION

Manage and oversee the activities and operations of the Human Resources Division, including: job classifications, compensation administration, performance management, benefit administration, labor relations, and recruiting and training systems.

Coordinate assigned activities with other city departments and outside agencies; provide highly responsible and complex administrative support to the Director of Finance and Business Operations.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Finance and Business Operations.

Exercises direct supervision over the Personnel Specialists. May exercise supervision over clerical staff.

## EXAMPLES OF RESPONSIBILITIES AND DUTIES

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

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume management responsibility for Human Resources Division activities, including job classifications, compensation administration, performance management, benefit administration, labor relations, and recruiting and training systems for the organization; recommend and administer policies and procedures.
- Participate in the development and implementation of the Human Resources Division goals, objectives, policies, and priorities for each assigned service area; recommend, within city policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.



## JOB CLASSIFICATION

- Oversee the classification system for the city; respond to requests for re-classifications from management and supervisory staff; review classifications, make recommendations to the Finance & Business Operations Director; assist management and supervisory staff in development or update of class specifications and job descriptions.
- Oversee the compensation systems for the organization; conduct or coordinate market surveys as appropriate; review assignment of job classes to pay grades and make recommendations to department director; develop and implement salary administration guidelines as appropriate.
- Review benefits policies of the city to determine appropriateness; recommend changes; work with outside benefit providers to develop most advantageous programs for city; conduct various meetings with city staff to distribute information about benefits packages, including annual open enrollment meetings; work with and assist city employees in accessing benefits as needed, including preparing applications, processing forms, invoices and related materials; compile analytical reports regarding benefits claims and submit to department director.
- Serve as the city's group health plan Privacy Officer; oversee all ongoing activities related to the development, implementation, administration and adherence to the plan's policies and procedures covering the privacy of, access to, amendment of, and other individual protected health information requirements in compliance with federal and state laws and the plan's privacy notices. Oversee and direct the delivery of privacy training, initial and periodic risk assessments and conduct related ongoing monitoring activities in conjunction with the city's business associates and other compliance and operational assessment functions to ensure that all privacy concerns, requirements and responsibilities are addressed.
- Oversee the work with the Civil Service Commission, including the recruiting, interviewing, and conduction of tests.
- Coordinate with the legal services division on labor negotiations with organized labor groups and grievance processes.
- Administer the city's recruitment and selection processes; ensure compliance of selection and hiring processes with all applicable laws and guidelines; make recommendations for hiring of candidates; maintain applicable records.
- Plan, direct, and coordinate, through subordinate level personnel, the Human Resources Division's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
- Select, train, motivate, and evaluate staff; work with employees to correct deficiencies; implement discipline and termination procedures.
- Direct and oversee the preparation of various reports related to human resources as assigned by the Director of Finance & Business Operations.
- Ensure compliance with city, state, and federal policies, procedures and regulations pertaining to human resource management.



## JOB CLASSIFICATION

- Participate in the development and administration of the Finance and Business Operations Department budget relative to Human Resources Division activities; recommend funds needed for staff, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
- Explain, justify, and defend division programs, policies, and activities; help negotiate and resolve sensitive and controversial issues.
- Represent the Human Resources Division to other city departments, elected officials, and outside agencies; coordinate activities with those of other departments and outside agencies and organizations.
- Provide staff assistance to the Director of Finance and Business Operations and other city officials; participate on a variety of boards, commissions, and committees as assigned; prepare and present staff reports and other necessary correspondence.
- Recommend and draft changes to the city's personnel policies and procedures.
- Serve as city's Affirmative Action Officer; establish goals and timetables for compliance; review contracts to ensure compliance with all applicable laws, statutes, ordinances and regulations.
- Oversee city's risk management and loss control programs and activities; coordinate training programs for the organization.
- Supervise personnel record keeping functions for the City and maintains the confidentiality of the records; oversees the release of any employment related information.

### OTHER DUTIES AND RESPONSIBILITIES

- Attend board and commission meetings as required; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of human resource management.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Participate in the work of subordinate level staff as necessary; process various human resource paperwork and data; input information into the computer; access files; and maintain records.
- Attend City Council meetings as necessary.
- Perform other duties as assigned.



## JOB CLASSIFICATION

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive human resource management program.
- Management skills to analyze programs, policies, and operational needs.
- Principles and practices of program development and administration.
- Principles and practices of job classification, compensation, and performance management.
- Principles of administration of group benefit plans and knowledge of all applicable benefit laws, including those applicable to the position's Privacy Officer duties (i.e. privacy laws).
- Principles and procedures for recruitment, selection and hiring of employees.
- Basic principles and practices of municipal budget preparation and administration.
- Principles and programs of risk management and loss control.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Job evaluation principles and procedures.
- Principles of supervision, training, and performance evaluation.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local taxation laws, codes, and regulations.
- Municipal record keeping policies and procedures.

#### ABILITY TO PERFORM

- Delegate authority and responsibility.
- Prepare and present clear and concise administrative reports pertaining to human resource activities and planning.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, laws and regulations.



## JOB CLASSIFICATION

- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Six years of increasingly responsible experience in human resource management, business management or a related field, including two years of administrative or supervisory responsibility.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in human resources, management, business, or public administration or a related field.

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; sensitive deadlines and irregular work hours.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



From: Glynis Worthington < [mailto:[glynis.worthington@gmail.com](mailto:glynis.worthington@gmail.com) | [glynis.worthington@gmail.com](mailto:glynis.worthington@gmail.com)] >  
Date: Fri, Jul 24, 2020 at 4:12 PM  
Subject: Resignation from Library Trustees Board  
To: < [mailto:[Rob.Green@cedarfalls.com](mailto:Rob.Green@cedarfalls.com) | [Rob.Green@cedarfalls.com](mailto:Rob.Green@cedarfalls.com)] >  
Cc: Glynis Worthington < [mailto:[glynis.worthington@gmail.com](mailto:glynis.worthington@gmail.com) | [glynis.worthington@gmail.com](mailto:glynis.worthington@gmail.com)] >

Mayor Green,

Please accept my resignation from the Library Trustees Board, as I have decided to focus my community service efforts on inspiring communities to convert their facilities, businesses, and residences to LED (lighting).

Helping households convert to LED will help families to reduce their electric consumption for lighting. Pre-COVID savings calculations estimate making the change to LED for household lighting can save families \$ 150 - \$ 200 per year in electricity expenses - I believe that with on-line learning, stay-at-home-work and quarantine, this number is higher now, and will be in the years ahead.

Converting will help people save money, and the planet, as it will reduce our community's demand for electricity. Undertaking this conversion as a community effort is unique, and will provide Cedar Falls with the opportunity to probably be a "first in the nation" community to make this change!

Yes, you will be hearing from us in the near future about this. Until then, enjoy the beautiful days of summer!

Glynis Worthington

--

Glynis Worthington, BA, MBA  
Doctorate in Education Candidate  
University of Northern Iowa  
Cedar Falls, IA



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

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

**TO:** City Council

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

**DATE:** July 28, 2020

**SUBJECT:** Nomination of Mr. Chris Corkery for Arts & Culture Board Appointment

**REF:** (a) Code of Ordinances, City of Cedar Falls §17-134: Arts and Culture Board

1. In accordance with the candidacy and qualification requirements of reference (a), I nominate Mr. Chris Corkery for appointment to the Arts and Culture Board for a four-year term expiring July 1, 2024.
2. Mr. Corkery's General Application and Candidate Questionnaire are attached for your review; please let me know if you have any additional questions.

Encl: (1) Mr. Chris Corkery – General Application and Candidate Questionnaire

Xc: City Administrator  
 Director of Community Development  
 Tourism Bureau / Cultural Programs Manager  
 Cultural Supervisor

#

**APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS**

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

Name: Christopher L Corkery Gender: M Date: 05/18/20  
First MI Last  
Home Address: 2004 Park Drive Cedar Falls, IA Phone: 319-240-1909  
Work Address: 807 E 18th Street Cedar Falls, IA Phone: 3192738066  
Email Address: chris@cohesive.cc Cell: 319-240-1909  
Employer: Cohesive Position/Occupation: Creative Director  
If Cedar Falls resident, length of residency: 24 Years Ward: Multiple  
**NOMINEE FOR:** Art and Culture Board/Commission

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

Most recently my wife and I were one the two families that raised \$1M to build the Place To Play Park. My efforts focused on marketing, branding videos to help raise funds from private donors. Over the last 25 years of working as a professional graphic designer I have donated my services to a wide variety of non-profit organizations from EPI, Inclusion Conn., IA Dept. for the Blind, YMCA, CV United, Friends of Hartman Reserve & CH Pres. Church

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

I currently serve on the HCC Graphic Comm. Board of Advisors and the Youth Art Team Board of Directors. Having over two decades of experience in the graphic design profession has also allowed me to take part of local art shows.

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

I believe my professional and personal experiences in the Cedar Valley would make me a good fit for this board.

I have a great sense of community pride and would love to help Cedar Falls continue to be community of artists and creators.

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

No

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



## ART AND CULTURE BOARD CANDIDATE QUESTIONNAIRE

Item 8.

Name: Chris Corkery

Date: June 15, 2020

Can you attend board meetings which occur the 4<sup>th</sup> Wednesday of the month at 5pm at the Hearst Center?  Yes

**1. What is your interest and background in the Arts and in cultural outreach?**

As a local creative and visual artist I have spent over two decades working to make local brands and even parks in the area look like something you wouldn't expect to find in the Cedar Valley.

**2. What experiences have you had with the Hearst Center's facilities and programs?**

My children attend parties there as well as take part in the various recitals, camps and art shows.

**3. Why are you interested in serving on the Art and Culture Board?**

I like to make life better and more accessible to everyone through technology and art.

**4. What believe your role would be on this advisory board?**

I feel my role will bring inclusion to the art found in the cedar valley.

**5. What changes would you like to see in the Hearst Center, and in the Cultural Arts Division overall?**

None that I can think of right now as I don't feel it is something a new member should decide before taking the time to actually serve on that board.

**6. Fundraising for facilities, projects and endowments is critical for this Board; what is your experience and interest in fundraising activities?**

Over my 20+ years working in graphic design, I have helped create the overall look/feel and tone of various capital campaigns. Most recently my work helped raise \$1M of private donations for construction of Place to Play Park in Cedar Falls.

---

**Please send this completed Candidate Questionnaire by the published deadline to:**

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment.



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

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

**TO:** City Council  
**FROM:** Mayor Robert M. Green *Robert Green*  
**DATE:** July 28, 2020  
**SUBJECT:** Nomination of Director Stephanie Houk Sheetz to MET Transit Board  
**REF:** (a) Metropolitan Transit Authority Charter

1. The cities of Cedar Falls and Waterloo entered into an agreement to form the Metropolitan Transit Authority (MET) in 1981 per reference (a). It called for 13 members on the Board of Trustees, of which Cedar Falls would have four appointed members. One would be elected by the President of the Northern Iowa Student Government and the others residents of or employed within the City of Cedar Falls.
2. In accordance with the candidacy and qualification requirements, I hereby nominate Stephanie Houk Sheetz, Director of Community Development for appointment to the MET Transit Board.

Xc: City Administrator  
Planning and Community Services Manager

#

**CIVIL SERVICE COMMISSION**

City of Cedar Falls  
CEDAR FALLS, IOWA

July 23, 2020

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

Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Administrative Supervisor. Listed below are the top ranked candidates with the combined weighted average test scores. Per Iowa Code Chapter 400, Veteran’s preference points are not applicable to promotional lists. Tied scores are presented in alphabetical order, if applicable.

<b>Rank</b>	<b>Name</b>	<b>Combined Averaged Score</b>
1	Kim Kerr	854
2	Lisa Balzaretti	828
3	Marcie Breitbach	816
4	Kari Voss	757
5	Jill Thrasher	743
6	Jaime Garbes	729
7	Dena Kenaga	707
7	Greg Pappas	707
9	Wendy DeVore	702
10	Amy Stoll	700

Respectfully Submitted,

\_\_\_\_\_  
John Clopton, Commission Chairperson

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

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

Approved by roll call vote on 7-23-20 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 7-23-20 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 7-23-20 in the absence of signing at an in-person meeting due to COVID-19.

Orig: Jacque Daniels, City Clerk  
Cc: Civil Service Records

**CIVIL SERVICE COMMISSION**

City of Cedar Falls  
CEDAR FALLS, IOWA

July 23, 2020

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

Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Planner II. Listed below are the top ranked candidates with the combined weighted average test scores. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied scores are presented in alphabetical order, if applicable.

<b>Rank</b>	<b>Name</b>	<b>Combined Averaged Score</b>
1	Nicholas Fratzke	296
2	Robert Messenger	260

Respectfully Submitted,

\_\_\_\_\_  
John Clopton, Commission Chairperson

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

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

Approved by roll call vote on 7-23-20 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 7-23-20 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 7-23-20 in the absence of signing at an in-person meeting due to COVID-19.

Orig: Jacque Danielsen, City Clerk

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



ROBERT M. GREEN

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

**MEMORANDUM**  
 Office of the Mayor

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** July 30, 2020  
**SUBJECT:** Departmental Monthly Reports Submission – June 2020  
**REF:** (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

1. As required by reference (a), I have reviewed the activities of the City's departments for the month of May and am providing them as enclosure (1).
2. June 2020 saw City Staff continuing to locally adapt to the national challenges posed by COVID-19 and civil unrest. We can all be very proud of the staff's creativity and extra effort. Of special note for May:
  - a. The completion and launch of the dedicated Cedar Falls economic development site, [www.selectcedarfallsia.com](http://www.selectcedarfallsia.com). I invite you to peruse the site yourself to see the excellent results (spearheaded by Shane Graham), which will be a great tool for attracting new investment to Cedar Falls in the years ahead.
  - b. Exemplary responses by the officers of the Public Safety Department to multiple Peaceful Protests regarding racial justice. These officers are to be commended for their discretion, initiative, and good judgment in responding to potentially tense situations. All protests and demonstrations were conducted safely, respecting the rights of the protesters to peaceably assemble.
3. Please contact the City Administrator or me with any questions about this report.

#

Encl: (1) City of Cedar Falls Departmental Monthly Reports, June 2020



# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



June 2020

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## FINANCIAL SERVICES JUNE 2020

### Financial Reports

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

### Cash Management

Property tax related revenues received to date in FY20 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY20 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

### Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$97,242,000 invested in CD's and \$2,300,000 in a liquid money market.

The FY21 Cash Management report was presented to the Committee of the Whole on June 15th. The report outlines the fund balances for the City's major funds and projects balances and investments for FY21.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	4	\$9,752,500.00
CD's Purchased	5	\$13,751,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	1	\$8,000,000.00
CD/Investment Interest		\$215,613.16

### FY20 Audit

The auditors conducted preliminary audit work remotely June 22 – 24, 2020. They will return in September to complete the audit fieldwork. In addition, during the last week of June, financial services staff completed supply inventories with all of the departments in the City. The inventory will be included in the FY20 audit.

### Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

### **Miscellaneous Financial Activities**

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For June, 44 payroll checks and 668 direct deposits were processed.
5. CY2019 employee salaries were published in the Courier according to Iowa Code.
6. Capital asset additions were monitored during the month.
7. Accounts receivable were processed and 144 invoices were mailed out to customers.
8. 1,596 transactions for accounts payable were processed and approved by the City Council for payment and 482 checks were mailed out to vendors.
9. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
10. Continued to provide bookkeeping support for Sturgis Falls.

### **Benefits & Compensation Activities**

1. Staff reviewed the following documents for City Council approval: FY21 Wellmark Administrative Services Agreement, Wellmark Stop Loss Policy, a restated cafeteria plan document with Advantage Administrators, and a business associate contract with Advantage Administrators. All agreements were approved at the June 15 meeting.
2. A group insurance policy with Delta Dental was signed and approved by mayor and council, respectively at the June 15<sup>th</sup> meeting. A benefits certificate for the plan was provided by Delta Dental and was reviewed by staff. A final benefits certificate was approved by staff and will be sent to council for approval at a later date.
3. Health open enrollment and enrollment changes were received from employees and processed with Wellmark for July 1, 2020 start date.
4. Dental open enrollment was completed for the City's new dental plan beginning 7/1/20. All employees regardless of participation were asked to complete a dental participation form. All enrollments were sent to Delta Dental for processing.
5. HRA COBRA rates were researched and updated for FY21.
6. Staff continued to work with City's benefits consultants regarding COBRA related matters.

7. Other benefit information was updated for FY21 for new hire packets, retiree insurance payment processing, and general rate references. The FY21 benefits rate document was distributed to finance and HR staff.
8. No wellness challenges occurred but gift cards were dispersed for employees who participated in 2 out of the 3 wellness challenges during FY20. Healthy snacks were ordered and received for distribution in July.
9. Memo was sent to staff informing them of the employee wellness rates for the rec center and pool for FY21.

### **COVID-19**

1. Staff continued to track employees who identify as high risk related to COVID-19, those who need accommodations related to childcare, those that are sick and required to be off work, and out of state travel. Also tracked is how much of the FFCRA time was used during each pay period.
2. Memos were sent to staff using childcare FFCRA leave time that the City will not be able to make accommodations beyond what is required by the FFCRA after August 31. This may be re-evaluated as school openings are announced.
3. Email was sent informing directors, managers, and supervisors that work related travel could resume.

### **Civil Service Commission & Employment Related Activities**

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Administrative Supervisor, Arborist, Assistant Equipment Mechanic, Assistant Public Safety Director/Police Chief, Engineering Technician II, Planner II & III, Public Safety Officers, Recreation and Community Programs Manager, Visitors & Tourism Sales and Marketing Coordinator; PT positions: Administrative Assistant, Community Service Officer, Librarian, Library Assistant, Office Assistant (Police Records), seasonal, special purpose, and intern positions for the Community Development and Public Works departments.
2. Preparations and follow-up took place for the June 10 and 24 Commission meetings delivered via Zoom.
3. Staff continued to track the status of an H-1B visa application filed with the USCIS in March 2020. Additional employment visa options were explored including a Day 1 CPT employment authorization completed.

### **Miscellaneous Personnel Activities**

1. Union seniority lists were updated and finalized for distribution to union representatives and management per union contract requirements.

## Finance and Business Operations Information Systems Division Monthly Report June 2020

### Software Purchase/Installation/Upgrade Activities

- Software installations included:
  - Installed Windows 10 OS, Windows Updates, Adobe Reader, VNC, Java, LAMA, AutoCAD, printer drivers, Sophos, OptiView, Chrome, Office, VLC Media Player, Google Earth Pro, and Microsoft Silverlight on Brad's PC
  - Installed MiCollab on Jodi's PC
  - Installed Zoom plugin and client on Kim's PC for her Outlook
  - Reinstalled MiCollab on Julia's PC
  - Housing Pro was upgraded from version 9.2 to 9.3.
  - Windows 7 virtual servers, in our vSphere environment, were upgraded to Windows 10 in order to prevent security vulnerabilities.
  - Our FTP server license was renewed and installed on our FTP server.
  - FMAudit software was installed on one of our virtual servers for Gordon Flesch to get copy counts from us.
  - Finished setup of new GIS portal for public view
  - Installed plotter for engineering staff

### Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
  - A laptop for Cable TV.
  - A network adapter was purchased for the Cable TV laptop.
  - 8 sets of headphones and 8 card readers were purchased for PSS.
  - Scanner roller kit replacement for desktop scanner: Amazon (\$57.57)
  - Power supply replacement for Hearst cameras: Amazon (\$40.74)
    - Had to reorder another one since there was a bad wire and caused the device to malfunction
- Equipment Installations included:
  - A WatchGuard wireless access point was mounted, above the suspended ceiling, in the Public Safety east employee entrance way. This will assist with preventing bottle necking and improving download speeds.
  - A new MDC for Car 11 was loaded for the Police Department.
  - A new WatchGuard wireless upload configuration file was created for Car 11.
  - A third POS terminal was installed, at the Falls Aquatic Center front desk, for selling pool passes.
  - A newly purchased Cable TV production laptop.

## Project and Assistance Activities

- Document Management System Replacement
  - Created evaluation tools and discussed demo parameters
  - Decided on the vendors we wanted in for a demo.
  - Met with vendor to discuss migration out of optiview
  
- **Graphic design projects for the month included:**
  - **Hearst Center:** exhibition mailer and summer brochure finals, exhibition vinyl and PVC panels, passport to the arts
  - **Tourism:** group itineraries, barn quilt tour, pedal fest materials
  - **Other:** website and social media maintenance/graphics, business cards, miscellaneous printing and trimming, all new public safety business cards, TV slides, power point slides, Currents, Census graphics, small logo flags
  
- **Assistance Activities:**
  - Engineering Tech PCs – AutoCAD machines with Windows 10
  - Deploy phishing emails to users throughout the month
  - Cleaned up existing and ran new network cable at Falls for cameras
  - Research door access printing software for Julie
  - Moved camera at 18th and Main
  - The state was contacted about getting an additional NCIC terminal ID for a new squad car added to the fleet. This information was loaded in the new MDC.
  - CFU and Marco were assisted with creating a new VLAN for 4-digit dialing. These VLAN's were put on our core switch and our Nexus switches, which connect to our ESX environment. This VLAN was also assigned to port channels between the Nexus and core switch and also added to the vSphere environment.
  - A secretary was assisted with creating an editable Word form given to the city by Mercy One.
  - A tablet was loaded, for the Falls Aquatic Center, for keeping an occupancy tally.
  - Add resource calendars for Zoom meetings (FBO, Planning, Public Works)
  - We continue to provide support for the City's FTP server, adding folders and managing security as necessary
  - Files and folders were restored from backup as requested by users.
  - We continue to provide support for the City's automated door lock systems, adding, deleting and changing user access as needed.
  - Laptops and projectors were provided and setup for those needing them for meetings and travel
  - Users were added and removed from the network and employee intranet as required for hires and terminations.
  - We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
  - We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested.

Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.

- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested.

### **Problem Resolution Activities**

- Library Business Office printer wasn't printing color – changed printer preferences
- Kim couldn't open PDF from applicant – document was saved as PAGES (had her reach out to applicant and send in different format)
- Wireless was running slow at Public Safety – restarted Access Point
- Lead Admin Assistant's Excel was opening in Page Layout view each time she opened Excel – checked her general settings and it was set to "Normal view"
  - Ran Office repair and reinstalled Office
- Laura couldn't scan documents at scanner downstairs – logged into Engineering drive
- Cameras at Falls were not operating – ran network cable on one camera and bypassed the BNC connector
- Transfer Station was down on Saturday morning – UPS went bad
- Visitor's Admin couldn't get an estimator to work on PDF – changed her default pdf to Adobe from Edge
- Had issues with RO not sending back from DMV – password was not correct
- Stormwater couldn't get logged into VPN – changed her password
- Hearst Center users couldn't make calls to Rec Center – power cycled switch
- Megan couldn't get logged into her MaxGalaxy
  - She was still using her maiden name – we updated to her current name as well
- Status monitors and cameras were down at Public Safety after a power outage – restarted status monitor and logged in cameras
- Our phishing software was not documenting clickers – added their domains to be whitelisted on firewall
- Julia couldn't log in her MiCollab – reinstalled software
  - Her password was not working – gave her temporary password since her AD password was not working (created ticket for this issue)
- Engineering Admin couldn't scan to plotter – logged in as administrator
- PSO couldn't get email added to his mobile device – too many devices were linked to his email (Dan showed me how to remove this via OWA)
- Jeff couldn't get scan to USB to work on copier – we need to purchase an additional license for this feature



## **Equipment Repairs**

- An issue with a switch port, on the college hill switch, caused 22nd and Walnut's camera to go offline. The fiber was moved to a different port.
- A power injector was replaced on the camera at 22nd and Walnut.
- Replaced a body camera, for the Acting Chief of Police, due to damage

## **Channel 15 Programming Activities**

Televised live programs from City Hall:

- Two Cedar Falls City Council meetings using Zoom
- Two Committee of the Whole meeting using Zoom
- Two Planning & Zoning meeting using Zoom
- One Cedar Falls School Board meeting

Programmed CFU and Medicom cable providers for Channel 15 and Public Access.  
Updated & added Community Calendar events to the Channel 15 Announcements

### **Regular production included:**

- Recorded three Cedar Falls Baseball games
  - Waterloo West
  - Waterloo East
  - Western DBQ
- Attempted to record two CF Softball games, but both were ppd.
  - AGWSR (ppd rain)
  - CR Prairie (ppd. COVID19 suspension)
- Aired 4 Panther Sports Talk summer shows
- Edited Sturgis Falls Gateway 2.0 promo for August event
  - Updated 5 promos for Movies Under the Moon to include recently added Saturday shows

**City News** - Continued weekly news format program "Cedar Falls City News" including the following stories:

- Cedar Falls Commencement "Behind the Scenes"
- Downtown businesses re-open from COVID19 shutdowns
- City Hall re-opens to the public from COVID19 shutdowns: no public meetings as of yet.
- City Parks re-open from COVID19 shutdowns
- Hearst Center re-opens from COVID19 shutdowns
- Library curbside
- Rec Center re-opens from COVID19 shutdown
- The Falls plans to re-open preview story: Season Passes available
- Cancelled Summer Events
- Cedar Valley Tourism Awards
- Movies Under the Moon events going on as Drive Inn events at UNI-Dome parking lot
- Road Construction update
- Downtown Streetscape update

- Black Hawk County Health COVID19 website reminder
- City Tree Nursery
- Peter Melendy Park construction update: construction/landscaping wraps up
- Lawn Mower Safety: Tate Manahl story produced by the University of Iowa
- Cedar Falls High School Senior Cruise
- Movies Under the Moon adds Saturday shows because of demand for Drive Inn sell outs.
- Summer activities update
- The Falls Aquatic Center opens with limited capacity of 600 patrons.
- Cedar Falls Farmers Market re-opens from COVID19 delay.
- Flood Wall: updated story on newly completed flood wall
- Road Construction update
- Overman Park “Black Lives Matter” Silent Vigil
- CFU offers 10gig service city-wide to all and is named the #1 Internet Service Provider (ISP) in the nation by PCMag.com
- US Census 2020 update/reminder

### **Community Programming for Virtual Sturgis Falls coverage**

- Scheduled a “virtual Sturgis Falls weekend” to share past recorded Sturgis Falls events on the canceled Sturgis Falls weekend.
  - a. Sturgis Falls Parade 2019
  - b. Sturgis Falls Parade 2000 (Kurt Warner)
  - c. Sturgis Falls Parade 2015 (Budweiser Clydesdales)
  - d. Hello Dave 2010
  - e. Crystal Weber 2019
  - f. David Woods 2019
  - g. Marty Mince “Ragtime Pianist”
  - h. Municipal Band
  - i. Mick Staebell & Jim Longnecker (2008)
  - j. Bill Riley Talent Show (2016)
  - k. Toast (2013)
  - l. Scrap Metal Army Band (2016)
  - m. One of Us (2019)
  - n. US Marine Band (2017)
  - o. Brazilian 2wins (2015)
  - p. Marine Band Corps Ensemble Band
  - q. Mick & Gerry Staebell (2017)
  - r. US Marine Band Camp LeJeune (2016)
  - s. The Nadas (2013)
  - t. Pork Tornadoes (2019)
  - u. Dino Spencer
  - v. Clarence Williams & the Rising Sons (2008)
  - w. Doo Wops (2019)
  - x. Dylan Sires & Neighbors (2015)
  - y. Bob Dorr & the Blue Band (2017)
  - z. Orchesta Alto Maiz Salsa Band (2015)

- Additional Bands from the Cedar Basin Music Festival
  - a. Sugar Daddy's Jazz Band (2000)
  - b. Igor's Jazz Cowboys (2009)
  - c. Dry Run Creek (2019)
  - d. Saints Dixieland Jazz Band (2019)
  - e. Justin Adams

### **Drone Flights**

- Loaned the drone to the Public Safety Department for a staff training project two times.
- Shot aerial footage of new industrial park land for Community Planning.
- Shot aerial footage of The Falls for Recreation Division
- Shot aerial footage and photos of Orchard Hill Park for Recreation Division.

### **Geographical Information Systems (GIS)**

- Projects:
  - Queried all parcel information to investigate non-reported rentals for inspections to check
  - Reviewed re-delivery of aerial photography from vendor for completeness and corrections
  - Provided preliminary calculations of capacity for Gateway Park to Public Works
  - Met with clerk and planning staff on process to digitize board of adjustment files
  - Participated in channel 15 news brief on census 2020
  - Met with inspection staff on migrating rental occupancy in to LAMA
- Web & Database:
  - Created new dashboards for rentals, open building permits and calls for service
  - Added engineering topo grid to internal web app
  - Updated file of storm water bmp's for Engineering
  - Updated cemetery information from CIMS into GIS
  - Updated rental information from Firehouse into GIS
  - Updated building permits from LAMA into GIS
  - Updated calls for service from Shieldware into GIS
- Data Requests:
  - Aerial imagery for CFU
  - LiDAR data for Iowa DNR
- Maps:
  - Provided a map of LMI blocks and service area for potential park at Aldrich school and Island Park
  - Temp addresses for 400 W 1st and 400 Union Rd.

- Provided a map for 1-sided refuse collection on Callum Ct
- Provided a map for 1-sided refuse collection on Berry Hill/Paddington
- Provided a map of city for admin
- Provided a map of streets and index for graphics
- Provided a map of trail network improvements and plans for engineering

### **Training and Staff Activities**

- Cable TV Staff attended Fall Arrest Training at Cedar Falls Public Works. This is important to our staff as we operate the lift at various sporting and community events.
- Met with KnowBe4 to discuss home/remote work educational material available

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
June 2020**

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

1. **Traffic Court:**  
 City Cases Filed: 147 (this number includes both City and State tickets)  
 Cases Set: 8 (Traffic) 0 (Code Enforcement)  
 Trials Held: 0 (Traffic) 0 (Code Enforcement)
2. **Code Enforcement:** Attention to continuance of two trials and email Greg Rekward re: same.
3. **Miscellaneous:** None.

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

4. **PERSONNEL/HUMAN RESOURCES:**
  - a) Consult with City staff on personnel and disciplinary matters
  - b) Attend weekly Human Resource Meetings
  - c) Consultation on various labor issues
5. **RISK MANAGEMENT/CLAIMS:**
  - a) Participate in biweekly Risk Management Committee Meetings
  - b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
    - i. workers compensation
    - ii. personal injury
    - iii. property damage
  - c) Review and approve outside counsel legal fees and expenses for payment
  - d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
6. **CONTRACTS/AGREEMENTS:**
  - a) Draft—Encroachment Agreement for sign-Slumberland Furniture
  - b) Draft—T & F Properties Easement and Maintenance and Repair Agreement
  - c) Review & Advise—Foth Engineering Consulting Agreement
  - d) Review and Advise—Food Bank CDBG contract amendment

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor
- b) Advise on City Council meeting procedural issues

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on and respond to Public Records requests
- d) Continued attention to Rural Water issue
- e) Work on sign ordinance amendments
- f) Advise on various COVID-19 issues
- g) Personnel Policy revisions
- h) Review and advise on HR Division Ordinance amendment
- i) Research existing franchise questions
- j) Advise on Cedar Heights Drive right-of-way acquisitions
- k) Parking ordinance analysis

**REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:**

10. **Risk Management/ Workers' Compensation/Property/Liability Claims:**

- a) Risk Management Committee met June 3, 9, and 17, 2020. Workers' Compensation injuries, modified duty, non-FMLA leave, liability claims, damage to City property, and policies were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, monitor 411 disability claims, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Participate in workers' compensation hearing.
- h) Public Entity Insurance Renewal – completion of CHUBB inspection/interview regarding property and flood mitigation; renewal prepared for and approved by City Council; July 1 renewal was bound with carriers.
- i) Annual Fire Physicals resumed, following hold due to COVID-19.
- j) Random Drug and Alcohol screens held for drivers holding the Commercial Driver's License designation.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues; complete discovery and prepare exhibits for hearing.

- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Review of personnel policies.
- f) Advise personnel on COVID-19 matters.
- g) Review and process unemployment claims; to include disaster relief COVID-19 claims; participate in unemployment hearings.

12. **Human Rights Commission (HRC):**

- a) Executive and Commission Meetings held June 8, 2020. Special Meeting of the Commission held June 16, 2020.
- b) Provided staff support to Committees and Commission.
- c) Process complaints and provide support to citizen's jurisdictional questions.
- d) Continued work and review of Cedar Valley issues and achievements in the areas of Diversity, Inclusion, Implicit Bias, and participation at Economic Inclusion Summit meetings.
- e) Virtual attendance of Waterloo Commission of Human Rights Town Hall meeting.

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
JUNE 2020**

**Public Records Activity**

To reduce the spread of COVID-19, all public meetings in June were conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency.

Staff prepared agendas, minutes and electronic packets for two Regular City Council meetings, two Council Committee of the Whole meetings and one City Council Work Session, two Planning & Zoning Commission meetings and one Technical Review meeting.

Drafted and processed meeting follow-up communications, minutes and legal documents.

City Council adopted fifty-four (54) resolutions during the month; staff drafted forty-six (46) of these resolutions.

Processed and issued the following:

- 4 Business Licenses
- 79 Pet licenses
- 14 Annual "Paw Park" permits
- 5 Public Event permits
- 13 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 19 Monthly Lot
- 0 Monthly Construction
- 4 Daily/Guest
- 0 Annual Dumpster

Processed (13) liquor licenses, (4) wine and (4) beer permits.

Processed (19) cigarette/tobacco/nicotine/vapor permits.

Recorded/filed (8) documents with the County Recorder.

Satisfied (5) requests for public records and responded to (2) requests/concerns received thru the City's on-line Service Request feature.

Reviewed requests for proposals for new document imaging software.



Participated in discussions with Community Main Street and downtown businesses regarding temporary expansion of outdoor service areas.

The unemployment rates for the month of May 2020 were 10.8% for the Waterloo-Cedar Falls Metropolitan Area, 10.0% in Iowa, and 13.0% in the U.S.

### **Document Imaging completed**

- 9 – Employee performance evaluations.
- 5 – PSO FTO Binders.
- 71 – Miscellaneous boards, commissions & committees meeting materials.
- 54 – City Council Resolutions (#21,969-#22,022).
- 2 – City Council Meeting files.
- 4 – City Connections publications.
- 54 – Engineering project files.

Miscellaneous employee documents/personnel files.  
Departmental monthly reports for May, 2020.

### **Parking Activity**

#### Enforcement

- 390 – Parking citations issued.
- \$11,491.26 – Citations paid.

#### Collection Efforts

- \$ 1,491.00 – Collections from delinquent parking accounts.
- \$ 1,100.00 – Vehicle immobilizations (22 vehicles).

Continued downtown parking discussions with Community Main Street.

Normal parking enforcement resumed on June 15<sup>th</sup> as businesses began to reopen.

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
JUNE 2020**

**Library Activity**

<b>Usage Statistics</b>	<b>April 2020</b>	<b>May 2020</b>	<b>May 2019</b>
<b>Customer Count</b>	0	754	17,531
<b>Circulation</b>	8,228	13,827	38,333
<b>Ebooks and streamed videos</b>	6,730	6,610	4,226
<b>Downloaded music</b>	1,256	1,354	1,621
<b>Reference Service</b>	163	274	2,110
<b>Items Added</b>	593	611	1138
<b>Event Attendance</b>	3,398*	892*	2,785
<b>Computer &amp; Wi-Fi Usage</b>	1,591	54	3120

\*Note: Virtual events via Facebook Live and Zoom.

Special events in June included the following:

- Five weekly storytimes via Facebook Live
- Summer library for children, teens, and adults began June 8
- Virtual Tween Hangouts (for ages 9-12)
- Streaming screenings of the New York International Children’s Film Festival winners
- Virtual teen book club
- Virtual Minecraft for teens
- Virtual teen gaming sessions
- Virtual Word Wizards, a writing group for children
- Virtual Bring Your Own Book weekly book club for adults
- Virtual puppet show
- Virtual teen graphic novel club and virtual teen book club
- Virtual card-making workshop
- Virtual “Little Engineers” program: building castles
- Cultural Literacy webinar: Racial Inequality
- Artistic reading journal webinar with instructor Lisa Johnson
- Get Growing, a collaborative gardening program for children with UnityPoint, Luann Alemao, and the Cedar Falls Lions Club
- Curbside pickup of holds

Special events were funded by the Friends of the Cedar Falls Public Library and the Cedar Falls Community Foundation, Robert and Shirley Berg Fund for use by the library.

The Community Center was closed to the public during the month of June by order of the governor through mid-June and for the rest of June to prepare for safe reopening on July 6.

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

Jun-20

Total for Month \$4,330,558.00  
 Total for Fiscal Year \$71,581,480.00  
 Total Same Month - LAST YEAR \$10,146,483.00  
 Total for Fiscal Year - LAST YEAR \$102,633,982.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	10	0	\$2,571,206.00	\$19,803.15	94	0	\$24,929,465.00	\$189,645.80
Multi-Family New Construction					13	0	\$3,690,000.00	\$9,728.25
Residential Additions and Alterations	86	0	\$627,983.00	\$13,018.50	823	0	\$9,488,924.00	\$156,983.00
Residential Garages	11	0	\$155,480.00	\$2,630.50	65	0	\$880,556.00	\$15,638.25
Commercial/Industrial New Construction					13	0	\$20,179,130.00	\$146,488.94
Commercial/Industrial Additions and Alterations	9	0	\$690,192.00	\$6,563.80	100	0	\$11,665,963.00	\$90,590.63
Commercial/Industrial Garages					1	0	\$31,525.00	\$499.75
Churches					4	0	\$90,500.00	\$1,306.96
Institutional, Schools, Public, and Utility	6	0	\$285,697.00	\$3,464.97	12	0	\$625,417.00	\$3,952.57
Agricultural/Vacant								
Plan Review	12	0	\$0.00	\$5,361.00	98	0	\$0.00	\$64,162.94
<b>Total</b>	134	0	\$4,330,558.00	\$50,841.92	1223	0	\$71,581,480.00	\$678,997.09

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

Jun-20

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
electrical	59	0	\$0.00	\$5,541.70	654	0	\$0.00	\$66,189.10
mechanical	133	0	\$0.00	\$9,635.00	939	0	\$0.00	\$81,155.00
umbing	85	0	\$0.00	\$6,509.50	765	0	\$0.00	\$70,232.00
refrigeration	2	0	\$0.00	\$190.00	10	0	\$0.00	\$1,360.00
<b>Total</b>	279			\$21,876.20	2368			\$218,936.10

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
electrical					6	0	\$0.00	\$750.00
mechanical					3	0	\$0.00	\$450.00
umbing					2	0	\$0.00	\$300.00
refrigeration								
<b>Total</b>	0			\$0.00	11			\$1,500.00

Building Totals		Issued	Dwelling Units	Valuations	Fees
		134	0	\$4,330,558.00	\$50,841.92
<b>Total</b>		1223	0	\$71,581,480.00	\$678,997.09

Grand Total		Issued	Dwelling Units	Valuations	Fees
		413	0	\$4,330,558.00	\$72,718.12
<b>Total</b>		3602	0	\$71,581,480.00	\$899,433.19

**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
June 2020**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meetings were held on June 10, 2020 and June 24, 2020.

<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
Community Bank and Trust	Downtown Site Plan Review-Community Bank and Trust (SP 19-017)	June 10, 2020 Approval	Approved
Midwest Development Co.	Preliminary Plat Amendment for Wild Horse Ridge (PP20-003)	June 24, 2020 Initial discussion	Continued to the next meeting
MT Tanks, LLC	Revised HWY-1 Site Plan Review	June 24, 2020 Recommend denial	Approved
White Coat Series II, LLC	Final Plat - Pheasant Hollow 7 <sup>th</sup> Addition (FP 20-001)	June 24, 2020 Approval	Approved
Immanuel Evangelical Lutheran Church	Preliminary Plat – Immanuel Evangelical Lutheran Church Addition (PP 19-012)	June 24, 2020 Approval	Approved
Immanuel Evangelical Lutheran Church	Final Plat – Immanuel Evangelical Lutheran Church Addition (FP 19-013)	June 24, 2020 Approval	Approved
Immanuel Evangelical Lutheran Church	MU Site Plan - Immanuel Evangelical Lutheran Church (SP 20-006)	June 24, 2020 Approval	Approved

**Group Rental Committee** – No meetings were held in the month of June 2020.

**Board of Rental Housing Appeals** – A meeting was held on June 29, 2020.

<b>Address</b>	<b>Unit</b>	<b>Owner</b>	<b>Requested Occupancy</b>	<b>Approved for</b>	<b>GRC</b>	<b>BRHA</b>
1522 W 4 <sup>th</sup> Street	1	Taylor & Morgan Heideman	4	3		06/29/2020
422 Division Street	1	Lynda Johnson	4	Tabled – more info requested		06/29/2020

**Board of Adjustment** – No meeting in June

## Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	6/25/20 Via videoconference	Updates from various members of the committee regarding educational and promotional opportunities related to the Cedar Falls trail network as it relates to regional and national trails. Staff gave an update of the first phases of the Bike-Ped Plan and requested input from the committee over the next month. Staff gave an update on improvements being made this year to bike and pedestrian facilities around the city. Discussed coordination of the Facebook page with the City's Communications Specialist to ensure it meets the City's social media rules.
College Hill Partnership	6/8/20 Via Videoconference	Discussion of potential changes to the College Hill Farmer's Market to comply with COVID-related requirements for social distancing. Discussed alternative location of the market. Created a subcommittee to explore options for decorative lighting for the business district.
Historic Preservation Commission	No meeting	This meeting was cancelled due to COVID-19
Housing Commission	No meeting	N/A
Community Main Street Design Committee	6/19/20 Via Videoconference	Committee discussed two design reviews, one for 212 Main St. and 317 Main St. Discussion about the façade grant program and whether it could include interior improvements. Update on downtown streetscape plan and discussed options for less costly flower planters and potential grant funding. Façade grant application was reviewed and updates were provided to update the information brochure. City staff provided an update on Historic preservation education project that may be completed by the end of the year.
Parking Committee - Downtown	N/A	This meeting was cancelled due to COVID-19

Parking Committee –  
College Hill

N/A

This meeting was cancelled due to  
COVID-19

### **PLANNING SERVICES:**

- 362 walk in and query and staff responses with information/assistance.
- 140 land use permits were issued.

Number of Rental Inquiries: 21 (JD & Chris)

### Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.
- Land Use Permit for various projects
- Detached Accessory structure
- Code Enforcement Complaints
- Subdivision
- Zoning verification letter
- Appropriate signage
- Flood plain
- Historic Preservation Commission potential project
- Lien Release
- Swimming Pool

### **OTHER PROJECTS FOR JUNE INCLUDED:**

- Bike/Ped Plan update project is ongoing. Field review is almost complete. Staff is taking input from the Bike/Ped committee as we get into the planning phase of the project.
- Staff working on a code amendment to reasonably accommodate adaptive reuse of religious and civic buildings in residential and similarly restrictive zones.
- Staff working with Nagle Signs to implement the city wide wayfinding signage project. Signs to be installed this summer. Working with IDOT to ensure signage meets state requirements for the wayfinding signs to be installed on 1<sup>st</sup> Street.

### **ECONOMIC DEVELOPMENT:**

- Talked with several businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential business expansion projects in the West Viking Road Industrial Park and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.

- Consultant completed work on new economic development website, which has now gone live ([www.SelectCedarFallsIA.com](http://www.SelectCedarFallsIA.com)).
- City Council approved the third and final reading of the rezoning of land recently annexed into the City of Cedar Falls for the continued development of the industrial park.
- City Council approved a land maintenance agreement to maintain City-owned land that was recently acquired for industrial park expansion purposes.
- Continue working with IEDA on the Coop Marketing Program for the specific programs that the City of Cedar Falls is participating in.
- Listened to several webinars by the International Economic Development Council (IEDC) regarding COVID-19 as it relates to economic development.
- Processed property tax rebate requests from businesses in Cedar Falls.
- City Council approved contracts with College Hill Partnership, Community Main Street and Grow Cedar Valley as it relates to the FY21 Economic Development Fund Grant, FY21 Façade Grant, and SSMID funds.
- City Council set date of public hearing on Agreement for Private Development with Community Bank and Trust for a new bank building located at 312 W 1<sup>st</sup> Street.

**CDBG**

- Planning is ongoing with regard to additional federal funds anticipated to assist with COVID-related needs in the community. Working with HUD and INRCOG on administering the funds for projects and to services agencies based on the recently updated Annual Action Plan and Consolidated Plan to provide assistance for those impacted by the pandemic.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	57	<b>HAP Payments</b>	\$102,464
<b>New Applications Taken</b>	0	<b>Utility Payments</b>	\$ 1,432
<b>Units under Contract</b>	218	<b>Admin Fees Earned</b>	\$ 13,467
<b>Initial Vouchers Issued</b>	3	<b>Total Vouchers Available</b>	326
<b>Mover Vouchers Issued</b>	4	<b>Lease Up Goal</b>	230
<b>New Admissions</b>	2		

**Citizen Contacts/Appointments:** Multiple citizen/ client contacts were addressed. Annual and interim exams were processed by mail, email and over the phone.

**HQS Inspections:** 0 Inspections were completed

**End of Participation:** 2 clients ended participation.

**Hearings:** 0 hearings were conducted.

**Other:** 226 names have been taken off of the Waiting List in 2020, a combination of the purge process, ineligible background checks and issuing vouchers.

**Ongoing Projects:**

- Updating the waiting list for the Housing Choice Voucher Program.
- Updating Admin plan and researching to update current software.



There were 7 applications reviewed for utility assistance. A total of \$1634.24 was provided, for an average of \$233.46 per household. There was a balance of \$12,311.28 as of June 30, 2020.

**RECREATION DIVISION  
Monthly Report  
June 2020**

The summer of Covid 2020 has certainly changed what and how we do things, as we will all be finding a new normal in the months and years to come.

The following is a list of programs and the impact Covid has had on them. Most programs had been scheduled to start the week of June 8 but the first week of programs ended up being June 22. Fees were pro-rated if program had to be shortened.

- Co-ed T-Ball Camp both sessions – **Cancelled** – Due to number registered.
- Kindergarten Boys T-Ball camp- held for 7 sessions as opposed to 10 sessions
- Kindergarten-1<sup>st</sup> grade girls T-Ball – held for 7 days as opposed to 10 sessions
- 1<sup>st</sup> & 2<sup>nd</sup> Baseball Camp – 10 sessions as opposed to 14
- 2<sup>nd</sup> & 3<sup>rd</sup> Softball Camp – **Cancelled** – Due to number registered
- 3<sup>rd</sup> – 5<sup>th</sup> Baseball Camp – 10 sessions as opposed to 14
- 4<sup>th</sup> – 6<sup>th</sup> Softball Camp – **Cancelled** – low registration
- Shortstop Baseball – **Cancelled** due to have started in early May
- Shortstop Softball – **Cancelled** due to have started in early May
- Wrecking Crew Baseball - **Cancelled** due to have started in early May
- Wrecking Crew Softball - **Cancelled** due to have started in early May
- Jr league Baseball – **Cancelled** due to low registration
- Jr league Softball – **Cancelled** due to low registration
- Track – 10 session as opposed to 12 sessions
- Beginning Tennis – M & W 9 & 10:00 **Cancelled**
- Intermediate Tennis - M & W 11:00 **Cancelled**
- Beginning Tennis – T & Th 9 & 10:00 held for 10 sessions as opposed to 14
- Intermediate Tennis – T & Th 11:00 held for 10 session as opposed to 14
- Tot Lot both sessions – **Cancelled** due to social distancing issues
- Karate – T & Th 4:15 & 5:00 **Cancelled** due to social distancing issues
- Camp Cedar Falls all 3 sites **Cancelled** due to social distancing issues
- Adult Softball League – **Cancelled** due to lack of registration.
- Call Your Own Adult softball League - **Cancelled** due to lack of registration
- Youth Rugby - Non-contact - **Cancelled** due to lack of registration
- 152 classes of swim lesson – Cancelled due to social distancing issues
- Summer swim season at the Falls and Holmes shortened from 93 days to 51 days opening on June 20 as oppose to May 23 with a scheduled closing on August 9th as opposed to August 23
- Usage of the Recreation and Fitness Center down 16,000 patrons compared to all month last year
- Only 15 fitness classes offered this month compared to 67 in June a year ago.

When the Falls did open it was

- without lounge chairs being provided,
- no concession stand but drink vending machines were available,
- no floating animals anchored to the pool bottom,
- no water basketball,
- only admission was for those with season swim passes – NO daily admission fees allowed, when daily admission typically generates 58% of the income between gate and season passes,
- all in an effort to help control social distancing of patrons.

Both Recreation and Fitness Center and the Falls Aquatic Center had staff test positive on the evening of June 30. The Falls was closed on July 1 – 3 and reopened on July 4 after the facility was cleaned and disinfected. The Recreation Center was closed until July 6<sup>th</sup> when it reopened after being cleaned and disinfected.

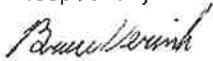
The work being done in the locker room has progressed and they are pretty much on schedule. Demolition has been completed with old tile removal taking the most time to do. The old plumbing fixtures were removed. The old heat pumps

above the ceilings were removed along with the drop ceiling. New items on order are arriving daily and will be installed once tile work is completed. The Tile work is 70% in the women's locker room and once completed they will move to the men's locker room. Completion of the project and the opening of the sauna, steam room and locker rooms is on track for mid-August.

I would like to once again like to complement our entire Recreation Division and Aquatic Center staff, both Year round staff and the summer part time staff, for all the work they have done. It is far easier to just cancel everything we would normally do and programs we would normally offer this summer due to Covid-19. Instead staff has been constantly working on finding ways to make things happen as opposed to taking the easy route and saying it cannot happen. For rethinking all the "what ifs" which in a lot of cases have been updated 4-8 times and seemed to be changed each week. Staff believes it is our job to make as many things and activities available to the public as possible as long as we can find ways to follow all the different mandates that are in place. I could not be more proud of our entire staff. A big

**THANKS** to all.

Respectfully submitted,



Bruce Verink  
Recreation Division Manager

**Recreation and Community Center Usage For June 2020 Year of Covid**

The Rec Center was closed late June 30rd thru July 6th and FAC June 1st thru 3rd for positive covid tests.

Members using the Facility	2,263	Massages	30
Non-Members using the Facility	0	Racquetball/Wallyball Hrs.	12
Child Care	0	Meetings/Tours/Rental	0
Aerobics	47	Before and After Care	0
Circuit Weight Training	0	Sturgis Run	0
Personal Training	22	Sturgis Ride	0
Yoga	10	Steam Room	0
Cardio Cycling	0	Birthday Parties	0
REC XFIT	0	Tot Lot	0
Zumba	0	Pickleball	0
		Karate	0
		<b>TOTAL</b>	<b>2,384</b>

**Recreation and Community Center Revenues**

Resident Memberships Sold		Punch Cards	
12 <sup>th</sup> Grade & Under	1	12 <sup>th</sup> Grade & Under	0
Adult	14	Adult	2
Senior Citizen	2	Senior Citizen	0
Family Pass	9	Child Care	0
Corporate Family	0	Racquetball	0
Corporate Individual	0		
4-Month	1		
Credit Card Usage	\$44,160.00	Leisure Link Registration	\$5,584.00

**Daily Fees**

Admission	\$18.00	Racquetball	\$0.00
Child Care	\$0.00	Amusement Park Ticket Sales	\$0.00

**Swimming Pool Passes (Summer)**

Family	357	Youth & Senior	49
Adult	39	Lap Swim	0
Child Care Provider	22		

**Youth Programs**

Tot Lot	0	Coach Pitch Baseball	0
Camp C.F. - CH	0	Coach Pitch Softball	0
Camp C.F. - Hansen	0	Before & After	0
Camp C.F. - Aldrich	0	Tennis	207
Baseball		Track	44
5 Yr. olds	0	Learn To Swim	
Kindergarten	0	Indoor	0
1 <sup>st</sup> & 2 <sup>nd</sup>	44	Outdoor	0
3 <sup>rd</sup> , 4 <sup>th</sup> & 5 <sup>th</sup>	36	Swim Clubs	1,381
Wrecking Crew		Sturgis Falls Pool Party	0
3 <sup>rd</sup> & 4 <sup>th</sup>	0	Pool Parties	0
5 <sup>h</sup> & 6 <sup>h</sup>	0	Pool Staff - In Service	100
Softball			
Kindergarten & 1 <sup>st</sup>	0		
2 <sup>nd</sup> - 3 <sup>rd</sup>	0		
4 <sup>th</sup> - 6 <sup>th</sup>	0		
Wrecking Crew 3rd & 4th Grade	0		

**Adult Programs**

Softball Leagues	576	Aqua Trim	0
Pickleball	0	Water Walking	173
Lifeguard Training	37	Scuba	8

**Recreational & Lap Swim**

Outdoor	3,259	Indoor	384
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**Rentals**

Pool Parties	0	Shelters	50
Beach House	5	Gateway Celebration Shelter	7
Ball Fields - Scheduled Usage	232	Recreation Center	0

**CEDAR FALLS RECREATION DIVISION**  
June 2020

**YOUTH SPORTS & ACTIVITIES**

<b>TENNIS - June 22-July 23</b>	
<b>UNI</b>	
Beginner T/Th 9:00 am-10:00 am	23
Beginner T/Th 10:00 am-11:00 am	23
Intermediate T/Th 11:00 am - 12:00 pm	23
<b>TOTAL</b>	<b>69</b>

<b>BASEBALL CAMP</b>	
1st-2nd Grade 9:00 am	22
3rd-5th Grade	16
<b>TOTAL</b>	<b>38</b>

<b>TRACK</b>	
3rd-4th Grade	14
5th-6th Grade	8
<b>TOTAL</b>	<b>22</b>

<b>TOTAL YOUTH SPORTS &amp; ACTIVITIES</b>	<b>129</b>
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**CEDAR FALLS TOURISM & VISITORS BUREAU**  
**Monthly Report**  
**June 2020**



**Meetings, Conferences and Business Travel Marketing**

- Sponsorship of Iowa Society of Association Executives Golf Outing cancelled due to COVID-

**Events that Occurred**

Date	Event	Attendance
June 10-12	Iowa Board of Realtors Summer Meeting <i>Grant and Welcome bags</i>	200 anticipated cancelled-COVID-19



**Sports Related Marketing**

- Met with Cedar Valley Sports Commission executive committee.
- Attended Cedar Valley Sports Commission board meeting.
- CFTVB board approved an emergency COVID-related grant on \$10,000 to assist with operating expenses.

**Events that Occurred**

Date	Event	Attendance
June 9-14	Iowa Student Trap Shoot Championships <i>Volunteers, hospitality and promotion</i>	8,500 anticipated cancelled-COVID-19
June 13&14	Moonlight Classic Soccer Tournament <i>CVSC assistance</i>	6,000 anticipated cancelled-COVID-19

CVSC – Cedar Valley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors Bureau



**Leisure Travel Marketing**

- Determined we will use 2020 visitor guides until gone – hopefully throughout 2021.
- Appeared as guest on Currents Up Close to promote summer events.
- Met with CFTVB Marketing Committee.
- Created FY21 advertising plan.
- Met with Andy Woodrick to discuss potential post COVID collaborative marketing efforts.
- Assembled task force to explore a potential Ain't Patrick's Day replacement event. Decided not to pursue due to lingering COVID concerns.
- CFTVB board awarded marketing grants to Holiday Hoopla, Pink Ribbon and Mid-America Youth Basket Ball Tournament.
- Improvements have been made to the website making it more engaging and user-friendly.
- Assembled list upcoming for email and postcard campaign.
- Finalized new barn quilt and bicycling consumer itineraries.
- Finalized details related to statewide marketing campaign that will generate 10.9 million impressions in Minneapolis/St. Paul, Sioux Falls, Omaha, Kansas City, St. Louis, Chicago and Madison and all of Iowa. The campaign will run from July to September.
- Maintained trails events registration, social media and website.
- Monitored, shared and created posts on Facebook and Instagram.
- Managed CV365 Calendar of Events, releasing 98 events.
- Travel Iowa leads are inching back up to 695 for the month.
- Published Weekender Newsletter and blog posts about a downtown staycationing in Cedar Falls and Cedar Valley Escape.

Date	Event	Attendance
June	6 UNI Orientations <i>Exhibit and provide welcome and referrals</i>	unknown cancelled-COVID-19
June 19&20	College Hill Arts Festival <i>Grant and promotion</i>	9,000 anticipated cancelled-COVID-19
June 26-28	Sturgis Falls Celebration/Cedar Basin Music Festival <i>Grants, planning assistance and promotion</i>	107,500 anticipated cancelled-COVID-19



### **Tourism Related Business and Organization Coordination and Collaboration**

- Met with Iowa Destination Marketing Alliance executive committee meetings x1, and general membership meetings x2.
- Attended board meetings for Community Main Street and Experience Waterloo.
- Attended Iowa Tourism Office Forum to learn about planning events post COVID.
- Met with Grow Cedar Valley affiliates.
- Attended Iowa Department of Transportation Tourist Oriented Directional Signage meeting.
- Met with Cedar Valley Arts Initiative.
- Updated trail listings on Bikelowa.com.
- Published Hospitality Highlights newsletter x5.
- Maintained a web page for hospitality business related COVID-19 resources and announcements.



### **Asset Development**

- Updated metro map in Visitor Center vestibule.



### **Group Tour Marketing**

- Circle Wisconsin Tradeshow cancelled again due to COVID-19.
- August group tour cancelled due to COVID-19.



### **Organization and Promotion of Tourism Related Events**

- Met with Sturgis Falls Celebration board.
- Met with Cedar Basin Music Festival board.
- Finalized web page and marketing materials and placements for the Cedar Valley Pedal Fest.
- Finalized web page and Facebook page for Cedar Valley Passport to the Arts.



### **Increase Community Support**

- Maintained contact with volunteers via birthday and anniversary cards and attending a drive-by birthday party.
- Updated downtown banners.

### **COVID-19 Notations**

- Four of five staff worked from the office. One more will return next month.
- We are open to the public but not hosting meetings in our buildings.

### **Administrative Activities**

- Community Development staff meetings x2, Tourism staff meetings x3, and Hearst Center staff meeting.
- Met with Civil Service Commission as we hire new Sales & Marketing Coordinator.
- Submitted FY21 Community Betterment Grant contracts to City Council.
- Researching customer relationship management software.
- Met with Art and Culture board.
- Closed out accounts for fiscal year.

### **Focus for July**

- Hope to select a vendor for our customer relationship management software.
- Launch statewide post COVID marketing campaign that will run until September or October.
- Analyze trail usage data.

Respectfully Submitted,

*Kim Manning*

Kim Manning, Visitors, Tourism and Cultural Programs Manager

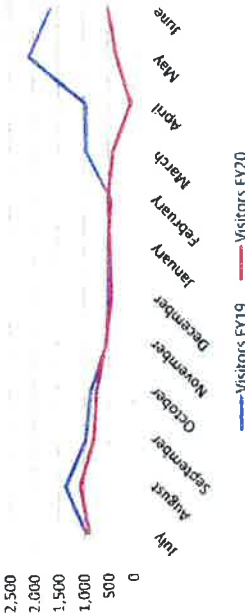
Monthly Activity Report for Cedar Falls Tourism & Visitors Division

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
<b>INCOMING CONTACTS</b>													
VC Walk-in (Door Counter) FY20	893	1,071	799	737	548	433	466	501	396	43	327	500	6,714
VC Walk-in (Door Counter) FY19	904	1,363	963	958	532	512	502	436	948	948	2,094	1,656	11,787
Email Website	24	27	16	18	18	16	15	27	21	10	28	34	254
US Mail	1	0	0	0	0	0	0	1	0	0	0	0	2
Phone	150	146	123	99	114	61	116	113	179	50	33	6	1,190
<b>HOW HEARD ABOUT US - if offered</b>													
Friends / Family	2	8	6	5	0	5	0	0	1	0	1	2	30
Other (eg. mailing, ads, web/FBbook)	14	15	4	2	6	0	1	3	0	0	19	15	79
Signage	8	42	12	10	4	7	6	14	2	0	0	1	106
Advertising	3	0	3	0	0	0	0	0	0	0	7	1	14
Trade / Consumer Show	1	0	0	0	0	0	0	0	0	0	0	0	1
<b>SERVICES PROVIDED</b>													
Attended a Meeting/Rental	58	112	58	61	68	40	84	73	18	0	0	0	572
Bureau Business	205	185	188	190	180	117	166	128	127	19	41	79	1,625
Group Tour Info	0	3	3	2	0	2	2	1	0	0	3	0	16
Hotel/Restaurant	3	0	0	2	7	0	1	4	2	0	0	1	20
Relocation	51	6	8	4	6	2	3	2	2	0	0	0	88
School Project	0	0	0	26	1	0	0	0	3	0	0	0	30
Special Event	1	5	0	0	1	0	1	0	2	0	0	0	17
Trail User	93	95	72	45	30	19	2	3	18	2	8	25	412
UNI	3	7	21	25	21	1	3	3	0	0	0	7	91
VC Amenities including Restroom	594	619	553	461	289	244	173	210	346	44	33	168	3,734
<b>ADVERTISING LEADS</b>													
Iowa Travel Guide / Website	541	441	340	294	223	453	1,110	1,287	1,294	433	757	695	7,868
EITA Travel Guide	0	0	0	0	0	0	0	0	0	0	0	0	0
AAA Living	NA	NA	NA	NA	NA	NA	77	189	59	0	0	0	325
Midwest Living (Best of the Midwest)	NA	NA	NA	NA	NA	NA	NA	NA	NA	10	38	33	81
Iowa Tour Guide (group leads)	7	0	1	1	4	3	4	4	0	1	1	1	27
<b>BROCHURE DISTRIBUTION</b>													
Total Visitor Guide Distribution	921	1,131	1,097	1,150	622	960	8,378	1,984	1,801	450	825	819	20,138
VG Mailed Out (Individual)	13	25	13	11	2	10	14	16	16	5	20	23	171
VG Bulk Distribution (Local)	309	379	472	642	292	113	3,698	389	243	0	0	57	6,594
VG Bulk Distribution (Non-Local)	0	120	0	0	45	347	3,149	0	47	0	0	0	3,733
Relocation	51	42	10	5	6	25	25	11	2	1	9	2	176
Welcome Bags	0	124	261	197	50	30	301	60	140	0	0	0	1,163
Total Trail Guide Requests	139	342	510	273	282	138	503	121	106	8	5,060	482	7,664
<b>WEBSITE TRAFFIC</b>													
Users FY20 (including CV365)	11,154	9,287	8,901	9,423	9,445	9,448	6,794	7,314	5,365	2,899	5,818	7,419	93,267
Users FY19	9,469	7,844	7,077	10,612	7,731	9,557	6,519	6,341	8,270	8,459	7,998	8,790	98,671
Sessions FY20 (including CV365)	13,768	11,173	10,618	11,426	11,207	11,275	8,011	8,583	6,354	3,452	6,789	8,910	111,566
Sessions FY19	11,650	9,315	8,678	13,109	9,476	11,833	7,724	7,503	9,879	10,185	9,673	10,721	119,696
Page with Top Views	Things to Do	Things to Do	Things to Do	Things to Do	Things to Do	Things to Do	Homepage	Things to Do	Homepage	Homepage	Things to Do	Things to Do	
Top Traffic Source	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	
Top Referral Site	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	
<b>SUBSCRIPTIONS</b>													
Weekender News (consumer newsletter)	481	505	529	551	568	584	601	613	621	637	637	638	
Weekender Blog	216	235	249	263	273	283	291	300	302	311	310	310	
Hospitality Highlights (partner newsletter)	456	479	493	507	517	526	542	551	558	568	568	565	
<b>SOCIAL MEDIA FOLLOWERS</b>													
Facebook (Likes)	8,757	8,797	8,809	8,825	8,841	8,840	8,841	8,860	8,864	8,855	8,859	8,862	106,010
Instagram	1,324	1,355	1,376	1,401	1,441	1,481	1,525	1,567	1,592	1,614	1,648	1,680	18,004
Twitter	3,750	3,758	3,768	3,783	3,791	3,801	3,810	3,810	3,815	3,822	3,812	3,808	45,528
Pinterest	512	516	520	523	525	528	529	533	533	538	540	543	6,340
<b>VOLUNTEER INVOLVEMENT</b>													
Board / Committee Hours	140	70	160	158	190	67	226	87	42	20	107	112	1,379
Student / Intern Hours	192	78	0	0	0	0	0	0	0	0	0	0	270
Envo Hours - Visitor Center	89	108	88	82	101	71	79	80	51	0	3	0	751
Envo Hours - Special Event/Rail Station	20	4	20	4	7	0	7	30	59	0	0	4	155
<b>MISC</b>													
Rentals in Conference Room	1	6	0	0	2	0	2	2	1	0	0	0	14
Partner Meetings in Conference Room	2	3	5	4	4	2	3	2	2	0	0	0	27

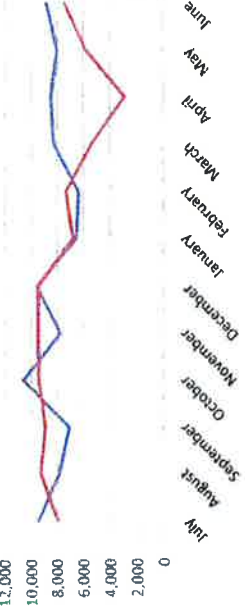


Motor Coach Group in CF	0	1	3	1	1	0	0	0	0	0	0	0	0	0	0	6
<b>INCOME</b>																
Gift Shop Sales	\$660.56	\$506.14	\$674.76	\$320.97	\$377.12	\$1,031.33	\$231.08	\$248.89	\$61.33	\$0.00	\$133.57	\$261.60	\$4,507.35			
Facility Rental	\$0.00	\$975.00	\$0.00	\$0.00	\$187.50	\$0.00	\$450.00	\$375.00	\$0.00	-\$300.00	\$0.00	\$0.00	\$1,687.50			
Host Motor Coach @ VC or Step Guide	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00			

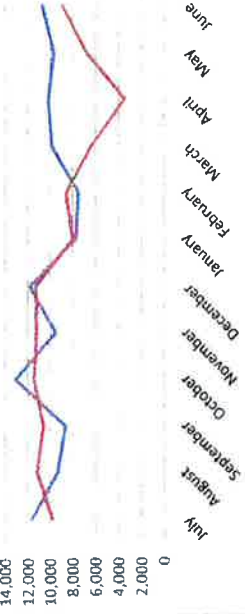
### Visitor Center Traffic, Door Counter



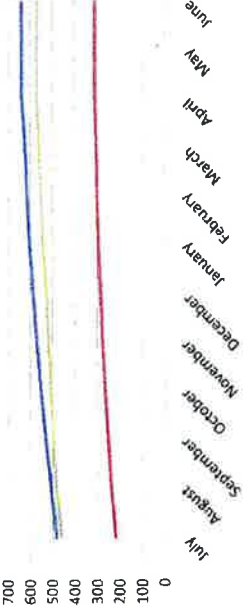
### Website Traffic, Users



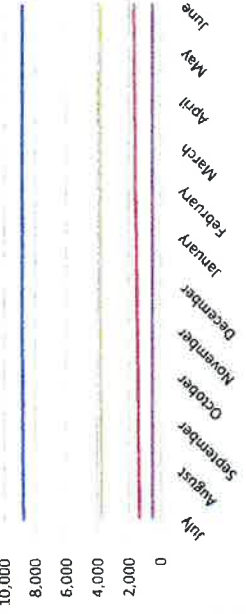
### Website Traffic, Sessions



### Subscriptions FY20



### Social Media Likes/Followers FY20



**CEDAR FALLS  
CULTURAL PROGRAMS**  
Monthly Report | June 2020



**PUBLIC EVENTS/PROGRAMS @ The Hearst**

Ongoing:	Hearst Haiku Virtual Exhibition Cedar Falls K-12 Online Student Art Exhibition Online at-home art activities (via Facebook)
June 6:	Ceramic Garden Buddies Virtual Workshop
June 9-25:	T/R Felt Journal Cover Virtual Workshops (cancelled)
June 16:	Virtual Drink & Draw Club Meeting
June 22-26:	Photography Camp Take-Home Kit

**HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:**

- Completed and submitted two grants: Iowa Arts Council Arts Project Grant, and the Cedar Falls Community Foundation Joan and Saul Diamond Arts and History Fund.
- Communicated re-opening plan with the public, created cleaning schedule for staff, etc.
- Met with the WCF Courier to promote reopening and upcoming exhibitions.
- Continued to work with Emily Drennan on collections policy.
- Participated as a panelist for the 2020 Small Organization Capacity Building Grant review process for the Iowa Arts Council.
- Worked with UNI faculty several upcoming collaborative projects.
- Worked with area teachers to book date for the 2020-2021 Poetry Out Loud competition. This year the Iowa Arts Council is giving us an extra \$500 due to the amount of growth in the project we experienced last year.
- Met several times with Friends committee re: uses /needs/upgrades for Corning Patio.
- Worked with staff to develop/work out logistics of virtual programming.
- Continued to monitor year-end spending as we close out FY20.

**HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:**

- Attended and reported on Virtual AAM conference via zoom, June 1-4.
- Rewrote content for, generated and mailed membership reminder letters.
- Generated and packaged thank-yous and gifts for the Membership drive donations.
- Generated reports on donations in response to the Friends Membership Drive.
- Created new classes in MaxGalaxy for virtual summer workshops and camp kits.
- Updated online registration class descriptions to reflect spring closures.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Prepared and mailed out thank you letters for Friends donations.
- Answered questions on the phone and in person about upcoming events & classes.
- Entered council bills, P-card transactions and payroll.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.

- Updated the financial report for the Public Art Committee meeting.

**HIGHLIGHTS from Emily Drennan, Curator and Registrar:**

- Work with the marketing assistant to produce a mailer featuring four upcoming exhibitions in the galleries at the Hearst, labels, vinyl panels.
- Work with the Cultural Programs Supervisor (CPS) and HR to create work plans and account for FMLA usage during the global pandemic.
- Photograph works on loan from exhibiting artists for print materials.
- Work with art lender to develop pricing for works on display.
- Mount a tapestry by Ruth Hardinger from the permanent collection and create signage.
- Request quote for light glazing of series of works of art on loan for exhibition.
- Research UV coatings for the skylight in the Dahl-Thomas Gallery.
- Prepare materials and venue details for the June meeting of PAC.
- Coordinate cleaning of public art sculptures.
- Meet with the CPS regarding the exhibition calendar.
- Photograph galleries for exhibition records.
- Deinstall large-scale intaglios by Mauricio Lasansky and return them to storage.
- Patch and paint gallery walls.
- Install works by Soo Hostetler, UNI professor, Scott Robert Hudson, Cedar Falls and Reno, NV artist, KC Franks, the late Iowa artist, and Amy Clampitt, the late Iowa poet.
- Prepare Dresser-Robinson Gallery to function as a theater for upcoming exhibitions.
- Correspond with exhibiting artists and lenders as installation progresses.

**HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:**

- Finalized 'Passport to the Arts' with partners.
- Sourced one new volunteer and worked at two Movies Under the Moon events in June.
- Worked with Hartman Artist in Residence for future program at the Hearst.
- Met with Hearst gardener to plan Amy Clampitt program in August.
- Hosted Hearst Photo Club Meeting online with six club members.
- Organized one Drink and Draw Club meeting, Ukulele Club cancelled.
- Planned the route for the Pedal Fest ride we are involved with for September.
- Researched information to submit to the Friends board for programing funding.
- Organized three volunteers for a total of 4.5 hours.
- Worked on a volunteer appreciation event for August.
- Worked with marketing coordinator on upcoming events.

**HIGHLIGHTS from Angie Hickok, Education Coordinator:**

- Coordinated summer kit check-outs at the CF Public Library.
- Held a virtual card making workshop in partnership with the CF Public Library.
- Supervised and delegated duties to Ed Assistant and Ceramics Lab Tech.
- Coordinated with Chef Sengun for upcoming cooking class.
- Worked to perfect the technique for the camera obscura for Photography Camp- for best results.

- Sent photo camp instructions and correlating emails to parents.
- Held a virtual photo frame workshop with the Ceramic Lab Tech for Photo Camp.
- Coordinating with artists and Programs Coord. for a July event "Artisans in the Garden."
- Coordinated with adult instructors for fall programming.
- Took in donations from public- art supplies.

**HIGHLIGHTS from Abby Haigh, Marketing Assistant**

- Coordinated with city graphic designer on wide variety of projects.
- Coordinated with staff to compile info for Currents.
- Continued to compile info about cancelations, postponements for education, events and exhibitions for social media, website and print materials.
- Continued to update the new Hearst website as needed, and submit upcoming events/exhibitions/education/cancelations to the 365 online calendar.
- Continued to coordinate with Communications Specialist for City of Cedar Falls Hearst info/photos for City of Cedar Falls blog and social media postings.
- Passport to the Arts Cedar Falls 2020 Facebook page: manage the Hearst Center's events and post about upcoming events, as part of this series.
- Coordinated three print ads.

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor  
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY20

	July FY20	July FY19	Aug. FY20	Aug. FY19	Sept. FY20	Sept. FY19	Oct. FY20	Oct. FY19	Nov. FY20	Nov. FY19	Dec. FY20	Dec. FY19	Jan. FY20	Jan. FY19	Feb. FY20	Feb. FY19	Mar. FY20	Mar. FY19	April FY20	April FY19	May FY20	May FY19	June FY20	June FY19	
# of Days Open to Public	27	30	28	25	26	27	27	27	24	24	24	24	25	25	25	23	14	28	0	0	0	27	19	28	
Door Counter	2450	2379	1743	1544	1395	1936	2584	2584	1431	2014	1734	1187	1653	1831	2295	1831	827	2299	0	0	2800	0	2941	493	2139
Contemporary Artists (est.)	375	350	350	300	300	250	250	250	250	250	200	200	100	100	200	200	200	200	400	400	400	400	300	300	
Arts Council Support	303.52	303.52	74.75	74.75	37.50	80.58	107.88	107.88	67.96	82.25	49.72	69.74	67.92	74.92	75.80	80.30	73.36	91.04	n/a	145.45	n/a	129.30	62.42	84.25	
Exhibition (walk-in)	365	313	318	347	256	184	339	248	211	343	242	244	177	220	201	196	142	258	0	0	398	0	473	157	301
Exhibition Receptions	0	141	15	101	67	49	63	74	94	44	4	37	43	0	49	92	0	0	0	0	742	0	83	0	37
Youth Classes	34	40	32	65	16	40	49	69	44	51	39	106	73	117	24	52	7	55	0	44	0	337	9	60	
Adult Classes	0	64	0	16	177	140	368	375	11	62	0	368	375	335	335	354	0	38	0	420	0	337	0	80	
Messy Mornings	174	59	34	29	85	45	104	76	41	30	35	22	111	160	135	153	32	36	0	126	0	62	0	22	
Workshops	0	0	0	0	78	67	119	85	72	49	39	60	93	0	80	54	46	40	0	65	0	87	0	0	
Community Programs	909	918	989	448	38	25	0	0	66	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Workshops	26	17	25	0	13	11	0	79	0	23	17	24	29	0	10	10	0	0	0	0	0	0	0	0	
Remains	30	59	187	0	98	84	114	31	73	41	53	85	48	17	17	115	34	117	0	160	0	502	0	324	
Ceramics Lab	40	18	34	16	21	15	33	21	30	11	41	25	36	10	41	32	27	8	0	218	0	36	33	17	
Public Programs	228	151	165	140	174	304	230	664	137	276	161	252	241	373	275	157	379	450	0	202	n/a	415	0	212	
Thursday Painters	86	99	98	130	80	86	89	67	69	97	75	99	87	100	74	66	41	77	0	91	0	107	36	76	
Volunteers / # of hours	7/23	13/22.75	8/14	3/5.5	5/17.25	5/26.75	5/10.5	5/53	5/24	5/37	3/17	2/4.25	6/14.5	3/42	6/14.5	6/36	19/41.5	12/61.25	0	5/33	0	7/27.75	3/4.5	7/20.5	
Other	134	577	151	367	90	94	71	776	306	945	261	170	60	188	32	467	50	670	0	169	0	133	37	407	
Youth Classes	0	3	0	1	2	13	5	5	4	4	0	0	4	4	4	3	0	4	0	3	0	6	0	4	
Adult Classes	10	13	3	2	10	4	13	16	5	3	4	2	11	14	16	12	2	7	0	11	0	11	0	2	
Community (Group Mfg)	1	3	0	2	1	1	1	1	2	1	1	2	4	3	4	4	1	3	0	7	0	8	0	4	
Messy Mornings	0	1	0	4	4	4	5	5	4	3	3	3	4	5	6	4	2	3	0	6	0	6	0	1	
Camps	10	10	3	5	1	1	0	0	1	1	0	0	0	0	1	1	2	2	0	0	0	0	0	0	
Workshops	1	2	1	2	0	2	1	2	1	0	1	2	1	2	2	1	2	2	0	0	0	1	0	2	
Tours	3	1	0	0	1	1	0	0	1	1	1	1	1	3	3	0	0	2	0	0	1	2	2	0	
Public Programs	4	6	6	7	7	14	8	9	7	7	9	8	7	12	7	5	7	11	0	8	2	10	0	6	
Thursday Painters	4	4	5	5	4	4	4	4	3	4	4	4	5	4	4	4	4	4	0	4	0	4	0	4	
Exhibition Receptions	0	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	0	0	0	2	0	1	1	
News Subscriptions	1365	1365	1299	1161	1746	1156	2466	2466	1148	1254	1338	1431	1143	1206	1133	1206	1115	1263	1113	1381	1104	1169	1097	1385	
Facebook Views	20773	23442	24078	16516	17770	27295	24860	23335	18076	24761	24761	14311	27866	34260	37207	21823	23180	24509	20306	42367	31675	43708	28470	34074	
Facebook Followers	1974	1973	1978	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	1973	
Facebook Event Listings	8	8	8	7	11	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
Office Educ. Encounters	206	152	237	315	322	415	193	611	0	112	215	463	0	0	0	0	0	0	0	0	685	0	212	0	
Office Educ. Programs	4	3	4	4	4	4	2	7	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Community Committee M	2	2	2	3	2	3	3	4	6	3	4	1	4	5	2	4	2	1	1	2	3	2	0	1	
Total Friends Membersh	227	182	229	224	228	234	233	240	223	228	232	232	276	222	276	231	268	233	269	229	265	227	275	228	
New/Renewed this month	6	0	22	44	7	11	29	29	15	20	95	23	22	15	22	20	26	20	7	5	6	6	10	23	
Newsletters	0	1	0	1	1	1	0	2	1	0	1	1	1	0	2	0	0	0	0	0	0	2	1	0	
Radio Interviews, ads	0	1	0	2	1	1	0	2	1	0	1	1	1	0	0	0	0	0	0	0	0	2	1	0	
Press Releases	2	1	1	2	1	1	1	1	1	1	1	1	2	4	2	1	0	0	2	9	2	9	2	1	
AGS, other (H&A, etc.)	0	2	1	1	2	0	1	13	1	0	1	0	3	0	5	1	5	1	0	2	0	2	0	2	



**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - June 2020**

Item 10.

<b>Project</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
2018 Street Construction	Street Repair	Cyber Lane & Final Out Remains	\$4,700,000	Engineering Division PCI
2019 Bridge Maintenance Project	Bridge Maintenance	Complete	\$310,000	Engineering Division Foth PCI
2019 Permeable Alley	Storm Water	Complete	\$260,000	Engineering Division Bentons
2019 Sidewalk Assessment	Sidewalks	Complete	\$155,170.41	Engineering Division
2019 Street Construction	Street Repair	Final Out Remains	\$4,800,000	Engineering Division PCI
2020 Sidewalk Assessment	Sidewalks	Design/Notices	TBD	Engineering Division
2020 Street Constrctuion	Street Repair	Construction Underway	\$3,385,340.30	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Punch List Remains	\$320,000	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Final Out	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out	\$3,800,000	Engineering Division SM Hentges
Greenhill Road Extension	New Street Construction	Final Out	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
South Main Parking Lot	New Parking Lot Construciton	Punch List Remains	\$160,000	Engineering Divison / Snyder & Cunningham
University Avenue - Phase I	Reconstruction	Complete	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Complete	\$13,632,000	Engineering Division Foth PCI

**ENGINEERING DIVISION  
SUBDIVISION MONTHLY REPORT - June 2020**

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

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - June 2020**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Complete
Air King Filtration	2800 Technology	Under Review	Approved	VJ Engineering	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Complete
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Final Out
Autozone	6130 University Avenue	Under Review	Approved	Kimley Horn & Associates, Inc.	Not Started
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Complete
Cedar Falls Gospel Hall	1302 Walnut	Under Review	Approved	Claassen Engineering	Not Started
CFU Building Addition	1 Utility Parkway	Approved		Punch List Remains	Active
Community Bank and Trust	312 W. 1st Street	Under Review	Under Review	VJ Engineering	Under Review
Creekside Condos	-----	Under Review	Under Review	Fehr Graham Engineering	Under Review
CVMS Ortho Clinic	-----	Approved	Approved	VJ Engineering	Active
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Punch List Remains	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Completed
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Complete
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Complete
Hanna Park Lot 5	Callum Ct	Approved	Approved	Shoff Engineering	Active
Hennessey Dentistry (Building	9219 University Avenue	Approved	Approved	VJ Engineering	Active
Henry Property (Fleet Farm Store	Ridgeway Ave.	Approved	Approved	Henry Property/Bayer Baker	Complete
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Hilton Garden Addition	5540 Nordic Drive	Approved	Approved	VJ Engineering	Complete
Holiday Inn	7400 Hudson Rd	Approved	Approved	Drive Factory	Complete
Immanuel Lutheran Church	4820 Oster Pkwy	Under Review	Approved	ISG	Not Started
John Deere PEC	John Deere PEC	Approved	Approved	John Deere/Bohen Menk Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Complete
Martin Bros. Marketing Center (Building Addition & Parking	6623 Chancellor Drive	Approved	Approved	Fehr Graham Engineering	Complete
N. Cedar Elementary School	2419 Fern Avenue	Approved	Approved	Brain Engineering/Cardinal	Active
Orchard Elementary	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Owen5 Construction Facility	Lot 10 Rownd St Industrial Park	Approved	Approved	Fehr Graham Engineering	Active
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Panther Travel Center/Dairy	1525 W Ridgeway	Approved	Approved	Fehr Graham Engineering	Active
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Complete
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Raising Cane's	201 Viking Plaza Drive	Approved	-----	Cheever Construction/CGA	Complete
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
River Rec Area and Bank Improvements	-----	Under Review	Under Review	City of Cedar Falls	Under Review
Standard Distributing Co. Building	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active



ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - June 2020

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS & MAINTENANCE DIVISION  
PARKS/CEMETERY/GOLF SECTION  
MONTHLY REPORT FOR June 2020**

**PARK**

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking duties.
- Routine Rec Trail brooming and cleaning of debris.
- Stump grinding in the City ROW from ash removals.
- Routine mowing of Parks and City Property.
- Performed routine planting bed weeding at all city facilities and parks.
- Performed routine weeding and maintenance of bio-cells.
- Installed Elliot memorial plaque @ Peter Melendy on park bench.
- Re-installeg informational plaques @ Peter Melendy.
- Removed graffiti at Krieg's crossing bridge.
- Removed graffiti at Washington Park Shelters.
- Repaired irrigation leaks at Pheasant Ridge Golf Course.
- Started irrigation at Public Safety building.
- Started trimming trees on rec. trails.
- Refurbished and painted Washington Park sign.

**ARBORIST**

- Ash Street trees removals. (9)
- Tree Removals. (7)
- Routine trimming and hanger removal locations. (78)
- Stump Grinding/Clean-up in City ROW
- Maintaining city tree nursery (watering, mulching, and fertilizing).

**CEMETERY**

- Mowing/Trimming Cemeteries (Greenwood, Fairview, Hillside).
- Routine grave opening/closing.

**DEPARTMENT OF PUBLIC WORKS  
CEMETERY SECTION  
MONTHLY REPORT**

**FOR THE MONTH OF:**                                      June                                      **Year**                                      2020                

<b>Interments:</b>		
	<b>Greenwood</b>	<u>7</u>
	<b>Fairview</b>	<u>1</u>
	<b>Hillside</b>	<u>5</u>
<b>Disinterment:</b>		
<b>Spaces Sold:</b>		
	<b>Greenwood</b>	<u>7</u>
	<b>Fairview</b>	<u>26</u>
	<b>Hillside</b>	<u>-</u>
<b>Services:</b>		
	<b>Cremations</b>	<u>10</u>
	<b>Saturday</b>	<u>3</u>
	<b>Less than 8 hrs. notice</b>	<u>-</u>
	<b>After 3:00p.m.</b>	<u>-</u>

-----

<b>Receipts:</b>		
<b>Prepetual Care</b>	<b>Greenwood</b>	<u>\$ 1,120.00</u>
	<b>Fairview</b>	<u>\$ 4,020.00</u>
	<b>Hillside</b>	<u>\$ -</u>
	<b>Burial Permits</b>	<u>\$ 6,050.00</u>
	<b>Lot Sales</b>	<u>\$ 20,560.00</u>
	<b>Marker permits</b>	<u>\$ 65.00</u>
	<b>Deed Transfers</b>	<u>\$ -</u>
<b>Total Receipts:</b>		<u><u>\$ 31,815.00</u></u>

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS & MAINTENANCE DIVISION  
REFUSE SECTION  
MONTHLY REPORT FOR JUNE 2020**

**RESIDENTIAL SOLID WASTE COLLECTION**

The automated units collected a total of 683.20 tons of solid waste during the month of June. The 132 loads required 343.50 man-hours to complete, equating to 1.99 tons per man-hour. The automated units used 1,470.57 gallons of low sulfur diesel fuel during the month.

**PARKS GARBAGE ROUTE**

The automated park garbage truck collected a total of 3.20 tons of solid waste during the month. The 8 loads required 48.00 man-hours to complete, equating to 0.07 tons per man-hour. The automated unit used 78.02 gallons of low sulfur diesel fuel during the month.

**CONTAINER ROUTE**

The container route crew collected Twenty-three (23) loads of refuse for the month. The containers totaled 42.97 tons and required 180.00 man-hours to complete. This operation yielded 0.24 tons per man-hour. The semi-automated collection totaled 20.49 tons and required 99.00 man-hours to complete. This operation yielded 0.21 tons per man-hour.

The total number of June container dumps was 805. Seventeen percent (17.39%) or 140 of these dumps, were for non-revenue bearing accounts.

The container route truck used 417.23 gallons of low sulfur diesel fuel during the month.

**LARGE ITEM COLLECTION**

Refuse personnel made 236 large item stops during the month and collected 20.17 tons. This required 95.00 man-hours to complete and equates to 0.21 tons per man-hour. Fifty-nine (59) Appliances, Three (3) Tires, Twenty-two (22) Televisions, and Two (2) Computers were collected this month.

**RESIDENTIAL YARD WASTE COLLECTION**

Refuse crews collected 292.83 tons of yard waste curbside this month. The 69 loads required 221.50 man-hours to complete, equating to 1.35 tons per man-hour.

There are currently 7,978 yard waste accounts throughout the city.

5,325 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 547.16 gallons of low sulfur diesel fuel during the month.

### **TRANSFER STATION SOLID WASTE**

The Transfer Station's trucks hauled 78 loads of solid waste to the Black Hawk County Landfill totaling 1,146.63 tons.

The Transfer Station accepted 376.60 tons of commercial and residential solid waste this month.

350 appliances, 325 tires, 134 television sets, and 29 computer monitors were received at the Transfer Station for the month.

Thirty-two (32) Sand Bags were purchased this month.

The Transfer Station's trucks used a total of 597.43 gallons of low sulfur diesel fuel during the month.

### **TRANSFER STATION YARD WASTE**

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 10.56 tons of commercial and residential yard waste this month.

Refuse crews hauled 180.79 tons of yard waste to the Compost Facility this month.

### **RECYCLING CENTER (Drop off site located at 1524 State Street)**

The recycling center received the following approximate quantities during the month of June:

Tin (Baled)	5.33 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	16.31 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	63.98 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	22.72 tons
Phone Books	
Books/Flyers	
Office Paper	4.41 tons
Plastic Bags	0.73 tons
Styrofoam	1.59 tons
Other Items Recycled for the month	
Appliances	28.98 tons
E-Waste	7.96 tons
Glass	31.74 tons
Scrap Metal	39.07 tons
Shingles	17.24 tons
Tires	4.01 tons

Revenue generated by the Recycling Center for June was \$2,026.00.

The Recycling Center trucks used a total of 443.99 gallons of low sulfur diesel fuel during the month.

**UNI RECYCLING SUBSTATION**

The UNI Recycling Substation received the following quantities of recyclables for the month of June.

Plastics #1-7	3.74 tons
Cardboard	11.68 tons
Newspaper	2.81 tons
Tin	1.06 tons
Glass	3.04 tons
Plastic Bags	0.59 tons
Office Paper	1.44 tons
Styrofoam	0.29 tons
<b>Total</b>	<b>24.65 tons</b>

**FAREWAY RECYCLING SUBSTATION**

The Fareway Recycling Substation received the following quantities of recyclables for the month of June.

Plastic #1-7	8.80 tons
Cardboard	19.93 tons
Newspaper	5.90 tons
Tin	1.09 tons
Glass	5.08 tons
<b>Total</b>	<b>40.80 tons</b>

**GREENHILL VILLAGE RECYCLING SUBSTATION**

The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of June.

Plastic #1-7:	5.50 tons
Cardboard	23.89 tons
Newspaper	3.78 tons
Office Paper	0.84 tons
Plastic Bags	0.00 tons
Tin	0.66 tons
Glass	3.71 tons
Styrofoam	1.33 tons
<b>Total</b>	<b>39.71 tons</b>

**Orchard Hill Church Recycling Substation**

The Orchard Hill Church Recycling Substation received the following quantities of recyclables for the month of June.

Plastic #1-7:	3.73 tons
Cardboard	10.26 tons
Newspaper	2.41 tons
Office Paper	0.60 tons
Tin	1.62 tons
Glass	1.32 tons
Styrofoam	0.13 tons
<b>Total</b>	<b>20.07 tons</b>

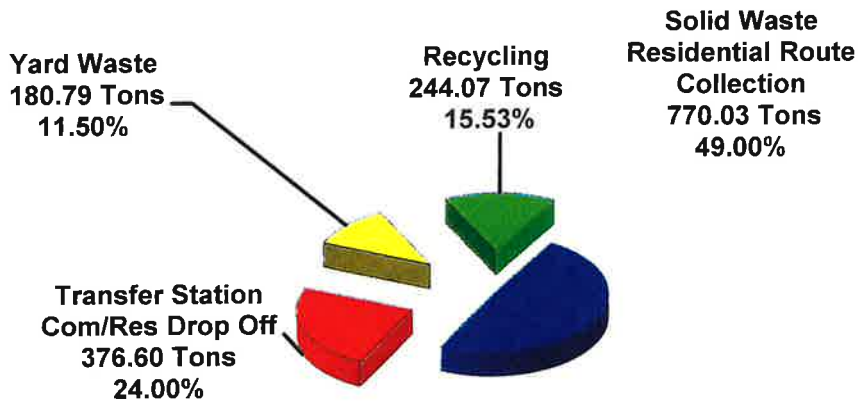
**MONTHLY TOTALS**

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,571.49 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of June 2020 for the City of Cedar Falls.

**June 2020**

**Total MSW Collected - 1,571.49 Tons**



**MISCELLANEOUS TASKS**

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF PUBLIC WORKS  
OPERATION & MAINTENANCE DIVISION  
STREET SECTION  
MONTHLY REPORT FOR JUNE 2020**

**COMPOST FACILITY**

- The seasonal compost facility was monitored on a daily basis.
- Unacceptable & undesirable materials dropped off by visitors at the compost facility were removed whenever encountered.
- Stock piled incoming debris, mixed black dirt and compost to use for stumps and upcoming project, filled in large holes to help with ponding in those areas, stock piled wood chips higher for more storage space.
- Using our conveyor, staff loaded several companies with semi-trailer loads of wood chips.

**CEDAR RIVER**

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.
- Road closed signs and barrels were put out at designated locations for high water.

**OUTSIDE SECTION ASSISTANCE**

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Assisted Traffic Operations with painting lines.

**STREET & ALLEY MAINTENANCE**

- Potholes were filled using our dura-patch machine for pothole patching which sprays a combination of CRS-2 emulsion and 3/8 washed rock chip to provide a longer lasting patch.
- Potholes were filled using hot mix asphalt which provides a long lasting patch.
- Alleys were graded and rock was applied to alley as needed. Alleys are maintained on a call in basis.
- Road shoulders were mowed throughout the city.
- Streets were swept on a routine basis throughout the month. Two sweepers are utilized.
- Continued our yearly crack routing operations starting on asphalt streets. Cracks are routed (widened) to allow for a sealant to be put in at a later date.
- Continued crack sealing operation. Routed cracks are filled with a tar sealant to prevent moisture infiltration.



- Continued grinding pavement heaves to smooth out roads. (Center St, Iowa St, Seerley Blvd, 11<sup>th</sup> St)
- Fixed a concrete heave on Waterloo Rd that was caused by excessive heat. Two street panels and curb were replaced
- Repaired a concrete heave on Orchard Hill Dr. that was caused by excessive heat. Two street panels were replaced
- Repaired two broken road panels on Bluebell Rd that were sunk and broken.

## **SEWER**

- Reconstructed catch basins at Sunny Ln and Loma St, Sunny Ln and Terrace Dr., and 821 Lincoln St. that were failing.
- Extended a storm water tile to the bottom of the levee at Greenhill Rd / Hwy 58 that had washed out. FlexMat was installed at the bottom of the new storm water tile to help slow and disperse the discharge.
- Deleted an old flush tank under the street at 3<sup>rd</sup> St and Clay St.
- Repaired a storm tile at the intersection of Prairie St and Viking Place that had deteriorated and collapsed cause a sinkhole.
- Reconstructed a storm water intake at 1615 Laurel Cir that the block walls were deteriorating.
- Replaced 3 manhole box-outs. (Iris Dr., Bluebell Rd)

## **MISCELLANEOUS TASKS**

- Hauled road stone for stock piling at Lake St for future projects and shoulder maintenance.
- Completed fall arrest training for new staff.
- Ground and filled potholes with asphalt regrinds in Gateway Park, Tourist Park, and Big Woods Park parking lots.
- Installed a Street Scape Hub on 6<sup>th</sup> St near the intersection with Washington St.
- Delivered a truck load of compost to the Northeast Iowa Food Bank in Waterloo for their planting beds.
- Cleaned up some minor flood debris on Cottage Row.

**PUBLIC WORKS DEPARTMENT  
OPERATIONS AND MAINTENANCE DIVISION  
TRAFFIC OPERATIONS SECTION  
MONTHLY REPORT FOR JUNE 2020**

- 34 traffic control signs were repaired.
- Made 14 labels for various applications.
- Fabricated 5 signs for various applications.
- Traffic operations completed 8 One Call utility locates.
- Completed 22 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 8 minor projects.
- Responded to 2 signal in flash calls. Repairs were made and returned to normal operation.
- Responded to 4 outdoor emergency siren trouble calls, new batteries were installed at 2 locations.
- Completed annual sign inventory.
- Installed a new traffic signal conduit, pulled new wire and remade electrical terminations at the intersection of 3<sup>rd</sup> and Main St. This was done to replace a deteriorated conduit that the construction project revealed.
- Completed a safety upgrade to the traffic signals at 6<sup>th</sup> and Main. All pedestrian signals now have a countdown feature.
- Changed pedestrian clearance times to current MUTCD standards on 8 signalized intersections throughout town.
- Refurbished a TS-2 signal cabinet from the old 58 and Viking intersection.
- Traffic Operations completed the painting of all yellow pavement markings and completed approximately 90 % of white pavement markings throughout town.

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS & MAINTENANCE DIVISION  
FLEET MAINTENANCE SECTION  
MONTHLY REPORT FOR JUNE 2020**

The Fleet Maintenance Section processed 133 work orders during the month of June 3 of them were either sent out or done by staff from other sections.

1,365 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

7,986.038 Gallons of Ethanol

10,516.009 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of June was 18,502.047 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

**Street Section**

20194: Replaced cutting head and teeth.

230: Replaced ball joints on right side and both front brakes pads and rotors.

233: New truck setup.

241: Replaced hydraulic hose on box hoist.

243: Replaced serpentine belt on engine.

247: Replaced rear brakes and leaking oil pan.

280: Replaced mechanical fuel pump.

297: Replaced curtains on vacuum pickup head.

**Refuse Section**

320: Replaced ground cable from the starter to the frame.

344: Adjusted the reader on the yard waste tracking system.

350: New vehicle setup on the leaf vacuum truck.

353: Replaced the DEF pump, level, heater assembly.

**Water Reclamation**

492: Replaced the parking brake knob support.

494: Replaced coolant fitting on engine.

**Parks/Cemetery/Rec Section**

- 2100: Misc mower repairs and routine maintenance.
- 2101: Replaced brake hydro boost and lines.
- 2102: Installed new laptop stand in truck.
- 2105: Installed new transfer case linkage.
- 2110: Installed new tires.
- 2118: Replaced GEM module.
- 2129: Replaced rear spring shackles, power steering pump and steering rack.
- 2181: Altorfer programmed new controllers.
- 2183: Replaced A/C compressor and toggle switch on stump grinder.
- 2188: Replaced wheel hub, bearings and installed wheel nut indicators.
- 2301: Installed new power steering pump.
- 2331: Replaced broken neutral safety switch on transmission.

**Fire Division**

- FD540: Removed the "No Smoke" system on truck.
- FD511: Replaced a leaking fitting on pressure gauge.

**Police Division**

- PD07: Replaced rear window, liability claim, and windshield.
- PD12: Replaced faulty battery.
- PD14: Replaced alternator belt and all tires.
- PD15: Replaced warranty A/C compressor.
- PD22: Replaced purge valve.

**Inspection Services**

- 515: Charged A/C system.

**Administrative Services**

- AD04: Replaced both front axle seals.

**PUBLIC WORKS DEPARTMENT  
OPERATIONS AND MAINTENANCE DIVISION  
PUBLIC BUILDINGS  
MONTHLY REPORT FOR JUNE 2020**

AQUATIC CENTER

- Completed Covid cleaning and disinfection of facility.
- Repaired two UV lighting controls and replaced contactors.
- Fabricated and set up wellness barriers.

Beach House

- Completed janitorial services after rentals.
- Pest control services were completed.

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Stocked supplies to ensure paper and disinfection products did not run low as supplier was limiting quantities sold.
- Contractor completed Covid cleaning and disinfection of facility. Wiped down all surfaces that are touched and set up hydroxyl air cleaners for 48 hours.
- Replaced fuse and reset camera controller.
- Repaired heat pump on lower level.
- Repaired kitchen sink drain.
- Removed stain from floor in council chambers
- Repaired flush valve in women's restroom.

## PHEASANT RIDGE

- Repaired broken drain.

## PUBLIC SAFETY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Set up sanitizing areas in building.
- Stocked supplies to ensure paper and disinfectants products did not run low as supplier was limiting quantities sold.
- Provided disinfectant and sprayers for large volume apparatus cleaning.
- Delivered disinfecting supplies.
- Met with contractors and owner reps to do 1 year warranty inspection of building.
- Called after hours for water on mechanical room floor. Found check valve had come apart and water was spraying into room. Made repairs and added support under pipe.
- Worked with contractor to install additional receivers on Public Works gates so Public Safety will have afterhours access.
- Met with contractor to make warranty repairs on entry door dragging.
- Worked with IT to run communication cable above ceiling for additional access point.
- Completed annual fire inspection tests.

## PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems..
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION / SEWER DIVISION  
MONTHLY REPORT - JUNE 2020

### PLANT OPERATIONS

Plant performance was good for June, meeting all required operating limits.

Our permit requires disinfection of our effluent to occur from March 15th through November 15th. Sampling was completed in June with the geometric mean of the results being 6.4 MPN, well below the limit of 126.

Heavy rains over the weekend of the 20<sup>th</sup> into Monday the 21<sup>st</sup> created issues within the collection system. A small station near Lookout Park was not able to handle the clean water that enters the sewer system through footing drains. While staff pumped water out of the lift station the station did still overflow onto the surrounding ground. This is a violation of our permit and was reported to the IDNR. We also responded to several storm related issues where water was not draining away from homes and streets.

### BIOSOLIDS

We were able to process 195,000 gallons through our belt filter press system for application later. Another 132,000 gallons of liquid biosolids was applied to the City owned farm.

A total of 14.0 tons of gritty, inorganic solids were hauled to the landfill.

### SEWER CALLS AND COLLECTION SYSTEM ISSUES

Staff processed 768 requests for utility locates in construction areas for the Iowa One Call system. Of those, 156 were pertinent and required a sewer line to be located.

We received eight calls regarding sewer problems from residents, no issues were found with the city's sanitary sewer mains. There were eight alarm calls from a lift stations this month. No serious issues were found with any after-hours calls.

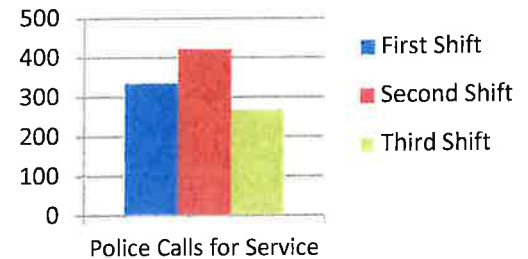
A total of 7,554 feet (1.43 miles) of sanitary sewer lines were televised this month. This brings our annual total to just 2.76 miles. Our goal each year is to televise at least fifteen miles.

Crews were able to do clean 35,885 feet (6.8 miles) of sanitary sewer lines. This brings our annual total to 13.65 miles. Our annual goal is to clean at least forty miles.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
JUNE 2020**

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	335	422	270
Traffic Stops	77	424	104
Arrests	7	13	17
Accidents	21	30	2

**FIRST SHIFT – Captain Michael E. Hayes**

- Officers were dispatched to the Goodwill Store on the report of a Bomb Threat. A male called the store and stated that he was going to blow it up. The investigation continues.
- Officers were dispatched to an address on Maple Street reference a Welfare Check. The Reporting Party advised that there was a subject there that had stated that he wanted to harm himself. When Officers arrived the male was gone, but another subject there had a Warrant for his arrest. He was arrested for said Warrant. Officers met a Butler County Deputy and the subject was turned over to them.
- Lieutenant Rea met with the University of Northern Iowa Police reference Movies under the Moon - Drive-In that will be occurring at the University of Northern Iowa throughout the summer.
- Captain Hayes attended the monthly Sturgis Falls Board meeting.
- A Burglary to a storage shed was reported and evidence was left at the scene. Lab assisted in collecting the evidence.
- Police and Fire responded to an Accident that was in county. Two vehicles collided head-on and caught fire. Everyone was out of the vehicle and no one had major injuries. Public Safety Officers assisted with extinguishment and Officers assisted Black Hawk County on scene.
- Officers assisted the Fire Department at two Vehicle Fires. The first was at Starbuck's Coffee, the second, was at Cold Stone Creamery.
- Officers were dispatched to an address on East 10th Street on the report of a male being in the house who does not live there. Officers were at the residence earlier and talked with the Reporting Party who stated that a male had brought them home and he was outside the residence. Officers could not find the male subject. This time they found the male in the residence. He had gained entry through a window and was sleeping in one of the bedrooms. He was arrested for Public Intoxication and Burglary in the Third Degree.
- Public Safety Officer Purdy began his Field Training with Officer Gerzema.
- Officers made contact with a female who had a Warrant out of Black Hawk County for Harassment. She was arrested and taken to the Black Hawk County Jail for processing.
- An Officer received information of a possible Elder Abuse that is occurring at 700 West Ridgeway Avenue. The Department of Human Services has been contacted about this and a report has been initiated.
- An Officer conducted follow-up for a Third Shift Officer reference an Assault that occurred in the 400 block of Main Street on Saturday night. The Officer interviewed and took a statement from the victim.
- An Officer met with a victim of a possible Sexual Assault. The Officer talked with her about having a Sexual Assault Kit completed. Victim was not sure if she was Assaulted, but wants to know if she may have been Assaulted. The case will be initiated and further follow-up will be done when information is obtained from the State Lab.
- Officers were dispatched to a residence on West 4th Street on the report of an Assault. The Reporting Party advised that her boyfriend had Assaulted her and a child and he left in a vehicle. Officers looked for the vehicle, but were not able to locate it. The female did not require medical attention and was taken to the Police Department for a statement. The Officer could not contact the suspect and Arrest Warrants will be issued.
- An Officer arrested the male from the previous day's Domestic Abuse. The Warrants were for Domestic Assault, Strangulation; Child Endangerment; and Domestic Assault, Serious.



- Officers were called to a Disorderly and learned that one of the subjects involved had a Warrant. He was arrested and transported to the Jail.
- Public Safety Officers responded to a Vehicle Fire. The Fire was contained to the inside of the vehicle and was mostly out on Police and Fire Department arrival.
- Officers responded to the report of a male yelling for help at 12th and Clay Streets. They were unable to locate him, but short time later Officers were called to 22nd and Walnut Streets for a report of a male walking up and down the street screaming. Officers located the male, who they were familiar with. They found that he was very intoxicated and he was placed under arrest. On the way to the Police Station and he began attempting to kick out the window of the Squad car.
- An Officer took a Theft of copper wire report. Over \$10,000 in wire was taken from a construction site.
- An Officer responded to a Vandalism report at the Extend Stay. The person that rented the room damaged it before she left.
- An Officer took a report of a Burglary to a vehicle and garage. A handgun was stolen during the Burglary. There are no suspects at this time. The gun was entered into the National Crime Information Center system. This was just one of several burglaries reported in this area.
- An Officer was dispatched to Pfeiffer Park on the report of vulgar graffiti being painted on the pedestrian bridge. Photographs were taken of the Criminal Mischief and a case was initiated.
- An Officer arrested a female for Fourth Degree Criminal Mischief. She is accused of Vandalizing the hotel room at the Extended Stay on 06/17/20.
- Officers were dispatched to the Suburban Extended Stay on the report of a person who was not welcomed at the hotel anymore. When running a check on him Officers found that there was an Outside Warrant for his arrest. The male was arrested for the Warrant and taken to the Black Hawk County Jail.
- An Officer assisted Black Hawk County Deputies with a Traffic Stop near Nordic Drive. The driver of the vehicle was Wanted for a Felony Warrant. The person would not stop and a pursuit began. The pursuit went into Waterloo and ended there. The suspect was arrested by Deputies and transported to the County Jail.
- Lieutenant Rea attended a meeting for the Crisis Stabilization Center.
- Throughout the month Lieutenant Heuer attended numerous Criminal Justice Information Services meetings reference the development of new CAD software.

### **SECOND SHIFT – Captain Jeff Harrenstein**

- Officers on Second Shift assisted Waterloo Police Department with Protests and rioting in the Downtown Waterloo areas, while also keeping a close eye on activities around commercial areas in Cedar Falls. Many Officers and supervisors assisted with planned Protests and Marches during this time and later in the month.
- Officers on Routine Patrol initiated a Traffic Stop, which resulted in an Operating While Intoxicated 1st Offense.
- Officers were called to the report of two mobile homes being Vandalized at 700 West Ridgeway Avenue. After further investigation, Officers learned that a 4 year-old child got ahold of a can of spray paint. The citizens came up with a civil agreement for the damages.
- Officers assisted with a Peaceful Protest that was held near the Public Safety Building.
- Officers were dispatched to the report of a Bomb Threat at Wendy's. Officers also learned that their lobby has not been open since March. Officers didn't locate anything suspicious and continue to give the business Extra Attention.
- Officers were dispatched to the report of a Weapons Violation at Menards. Officers were advised that a male subject with a gun; was threatening employees, because they wanted him to wear a mask. When Officers arrived on scene the man was detained for everyone's safety. Officers later learned that there was a miscommunication between the Menard's manager and an employee, and that there was not a gun involved. The man was released.
- Officers were advised of possible Protests to be held prior to a planned Silent Vigil. Officers Patrolled the Downtown area to prevent any possible issues.
- Officers were dispatched to assist with a Fire at 700 West Ridgeway Avenue. Officers assisted the Fire Staff in making sure the fire, which appears to have started on the deck, was fully extinguished.
- Officers were very visible this week in our business districts, due to threats of possible Looting. Many of them stayed to assist Third Shift through the week, to ensure safety in the community.

- Officers conducted a Welfare Check on West 22nd Street. The resident had not been seen for about a week and Officers found the resident inside deceased. Officers conducted an investigation and were assisted by Mercy One Paramedics and the Medical Examiner. It was determined the resident died of natural causes.
- Officers responded to the Days Inn at 5924 University Avenue for a Disorderly Conduct investigation. It was determined that a male and female had been arguing in the room and the male had left the area. During the investigation, a quantity of several types of narcotics were located and seized. Investigation continues.
- Officers took a report of a Missing 16 year-old. Officers conducted follow-up investigations with the missing child's friends and through social media. Officers also had Waterloo and Oelwein Police Department assist with checking residences. The child was entered into National Crime Information Center and Officers have maintained contact with the child's mother. Investigation was referred to the Investigative Unit for follow-up.
- Officers were called to the Dollar General at 1922 Valley Park Drive on the report of a very Intoxicated Female in business knocking things over. Officers made contact with the female who was found to be very intoxicated and unable to care for herself. The female was transported to Sartori Hospital for medical care.
- Officers were called to The Social House at 2208 College Street on the report of a female subject who had passed out. The female was evaluated by paramedics and was released to some sober friends.
- Officers responded to an Exceptional Persons Inc. house at 1615 Lilac Lane for a Drug Violation. A worker at the residence had located a quantity of Marijuana in one of the common areas of the residence. The responding Officer collected the Marijuana and had it destroyed.
- Officers conducted a Burglary investigation at 324 North Ellen Street. The resident had come home and found her front door kicked in and cash missing from the residence. A canvas of the neighborhood revealed that several neighbors had security cameras and video footage of the incident was found. A suspect has been developed and the investigation continues.
- Officers arrested a subject after a brief foot chase after seeking him out on an Outstanding Arrest Warrant. The subject later complained of chest pain and was taken to the Hospital. Subject will be taken to the Jail once released from the Hospital.
- Follow-up investigation led to the arrest of an adult female for Theft 4th.
- Officers responded to a Suspicious Adult Male in the area of Texas Roadhouse. He was located and found to be intoxicated. He was arrested for Public Intoxication.
- Officer took a report of a Shoplifter at the Goodwill Store who had left the scene. Investigation continues.
- Officers responded to a psychiatric patient at 323 East 12th Street and upon locating him he voluntarily went with EMS for evaluation.
- Officers responded to a report of a subject cutting himself at 2416 Olive Street. Subject was taken by EMS for evaluation and care.
- Officers responded to a report of an adult male who had ingested an overdose of prescription medicine and alcohol at the Extended Stay Inn 4410 University Avenue. He voluntarily went with EMS for treatment.
- Officers assisted with a Protest March for 'Black Lives Matter' for a couple of hours. Subjects were safely escorted and returned to The Falls.
- Officers assisted with a Protest March for 'Black Lives Matter' from Clay Street Park to Overman Park. The event took several hours. No problems or incidents occurred.
- Officer made a Traffic Stop of a vehicle at 18th/Main Streets. Subsequent investigation found the adult male to be intoxicated. He was charged with Operating While Intoxicated 1st.
- Officer was dispatched to HyVee 6301 University Avenue of an infant left unattended in an unlocked running vehicle for an extended period of time. Subsequent investigation led to the referral of the incident to the Department of Human Services and the mother of the child will be charged with Child Endangerment (aggravated misdemeanor). Follow-up investigation led to the arrest of an adult female for child endangerment.
- Officer took a report of a Fraud from Cedar Falls Women's Club. Investigation continues.
- Officer took a report of a possible Sex Offense. Investigation continues.
- Follow-up investigation led to the arrest of an adult female for Criminal Mischief 4th.

- Officers responded to two different Personal Injury and very significant Property Damage Accidents at Greenhill Road/Highway 58. One occurred where a vehicle ended up tangled and underneath a cable on the safer barrier. The other vehicle was t-boned when another vehicle ran the traffic light.
- Officers located a Wanted Person at 3621 Cedar Heights Drive and one adult male was arrested on a Warrant for another agency.
- Officers responded to a report of an adult male who a passerby felt needed to be checked on at Highway 218/Highway 58. He was located and subsequent investigation showed him to be in Possession of Drug Paraphernalia and he was arrested.
- Officers were dispatched to 1819 A2 University Drive on a report of Disorderly Conduct. Subsequent investigation led to the arrest of the male for Domestic Simple Assault and Possession of Paraphernalia and Marijuana.
- Officers responded to 1813 West 8th Street on a report of an adult slapping a minor child. Investigation discovered no injuries and the Department of Human Services declined involvement based on the circumstances. Report initiated.
- Officer took a report of a Larceny at Walmart where the offenders left the area prior to Officers arrival. Investigation continues.
- Officer initiated a Traffic Stop in the 1900 block College Street and investigation led to the arrest of the driver for Possession of Marijuana. He was also charged with multiple traffic offenses.
- Officers observed a vehicle Driving Erratically and at a high rate of speed on Center Street. A Traffic Stop was made and the driver was arrested for Operating While Intoxicated, Speeding and Reckless Driving.

### **THIRD SHIFT – Captain Mark Howard**

- Officers were called to an Accident at 12th Street and Hudson Road.
- Officer noticed a Suspicious Vehicle at Starbucks Coffee. The vehicle checked OK.
- Officers stopped and assisted a motorist who ran out of gas at Cedar Heights Drive and Greenhill Road.
- Officer attempted to initiate a Traffic Stop at 22nd and Main Streets. The driver began to elude the Officer then pulled into the lumber yard in the 2100 block. The driver was arrested for Operating While Intoxicated.
- Shift Command received a request for assistance from the Waterloo Police Department. We sent eight Officers to assist Waterloo with a Civil Disturbance.
- Officers while on Patrol, noticed a subject attempting to urinate next to her vehicle in the Southdale Elementary School parking lot. Officers made contact with the subject who was arrested for Operating While Intoxicated.
- Officers were called to Sartori Hospital for a Suspicious Female. Officers met with the subject who admitted to being in a car accident. A short time later, Officers were called to Highway 218 North for a vehicle that had left the roadway. Officers located the vehicle which had apparently rolled several time into the tree line. The driver was later transported to Covenant Hospital and will be charged with Operating While Intoxicated on a later date.
- Shift Command received a request for assistance from the Waterloo Police Department. We sent nine Officers to assist Waterloo with a Civil Disturbance.
- Officers were called to an Accident on North Highway 218 where a motorcycle lost control and dumped the bike. No one was hurt in the accident.
- Officer while on Patrol, heard an Alarm coming from Michaels. Officer met with store key holder and made sure business was secure.
- Officers were called to Peet Junior High School for Suspicious Subjects. They were gone when Officers arrived.
- Officers were called to 915 Tremont Street for a Welfare Check of female not answering her phone. Officers made contact with her and she was fine.
- Officers were called to 710 State Street for Loud Subjects and Music. Officers made contact and the subjects were Advised of the complaint.
- Officers were called to an Alarm at 2728 Center Street. This was a False Alarm.
- Officers were called to 710 State Street for a possible Disorderly. Officers located the subjects and it was a verbal arguments. They separated for the night.

- Officers were sent on a Welfare Check to Center Street and Dunkerton Road for a female who was missing and possibly suicidal. She was not located.
- Several Officers assisted in a Protest that happened at 4600 South Main Street.
- Officers were called to the Fareway parking lot for a subject who was worried about his nephew. Officers were sent to 1415 Parkway Avenue to check on a juvenile who was stating on Facetime that he was afraid of his dad. Officers were able to make contact at that address. He was returned to his mother. There were accusations that the father had hit the boy earlier in the day in Waterloo. Information was forwarded to Waterloo.
- Officers located a Suspicious Vehicle in the 5000 block of Millenium Drive with its lights on. The vehicle appeared to have just had its lights left on.
- Officers were called to The Social House for a subject on the ground. When Officers arrived, they were advised that the subject got up and had walked away before they got there.
- Officers were called to Voodoo Lounge for a Disorderly Subject. He was sent on his way.
- Officers checked out with a Disorderly at Roxy's bar. The subjects were sent on their way.
- Officers were called to Voodoo Lounge for two subjects refusing to leave the bar. They were sent on their way.
- Officer checked out with a Suspicious Vehicle at Kwik Star on College Street. The vehicle had stolen plates.
- Officer saw a vehicle hit another in front of Voodoo Lounge. The Officer Stopped the vehicle and the driver was arrested for Operating While Intoxicated.
- Officer was called to 700 West Ridgeway Avenue #444 for a Residential Burglary.
- Officers were called to Menards for a Police Alarm. This was a False Alarm.
- Officers conducted several Business Checks throughout the city. There were additional Officers on Shift to assist with recent Civil Disturbances and multiple public rallies.
- Officers were called to Loud Subjects in the area of the 400 block of West 12th Street. It was not a large party, just a small gathering where subjects were outside and being loud. The subjects were Advised.
- Officers conducted a Traffic Stop on a vehicle. During the Stop, Officers gained consent to search the vehicle. The search turned up a quantity of Marijuana. All of the occupants of the vehicle were juveniles. Their parents were contacted and the juveniles were turned over.
- While on Patrol, Officers observed subjects in front of Roxy's bar that looked like they were trying to start a fight. Contact was made with the subjects, and after a while, the subjects were Advised and sent on their way.
- Officers conducted a Traffic Stop at 6th and Main Streets. During the Stop, the driver was put through Standard Field Sobriety Test and would be arrested for Operating While Intoxicated.
- Officers went out with Suspicious Subjects in the Downtown Cedar Falls Community Credit Union parking lot. Information was gathered on the subjects and an Intelligence Report was started.
- Officers were called to an Assault at Voodoo Lounge. The suspect was gone on Officer arrival and an Officer completed a case for follow-up.
- Officers were called to Highway 218 near the Lone Tree Road exit. The report was a car that had been in an Accident and no one was around. Officers took a couple of calls on the vehicle, and they were unable to locate any occupants. A case was completed for follow-up and the car was towed.
- Officers conducted a Traffic Stop and the driver was suspected of being intoxicated. The operator was put through Standard Field Sobriety Test and was shown to be intoxicated. She was placed under arrest for Operating While Intoxicated.
- While on Patrol, Officers found several subjects in the Skate Park after hours. The subjects were Warned and Advised. The Park was cleared out.
- A subject called in to state that there were five to six subjects that were behind Up in Smoke and they were being threatening to persons that passed by. The victim didn't want anything done except to have the subjects moved along. Contact was made and they were sent on their way.
- Officers conducted a Traffic Stop in the 2000 block of College Street. The driver would later be arrested for Operating While Intoxicated 2nd.
- Officers made contact with a subject in the area of 21st and College Streets. The subject would later be arrested for Possession of Marijuana.

- Officers were called to Little Big's on the report of a male inside of the bar waving a gun around. When Officers went to investigate, a large Fight began inside of the bar and spilled out onto the 2200 block of College Street. Officers would later track down the male that was described to be the one waving the gun. Officers made contact with the subject and recovered a gun from his person. The gun was seized, and the male was found to have a valid permit. Video surveillance is being downloaded to continue the investigation into the Fight, as well as the male waving the gun.
- Officers made contact with a subject in the 100 block of Main Street. Through investigation, the subject would be arrested for Public Intoxication.
- Officers were called to the 100 block of East 10th Street for a Suspicious Male that was trying to kick in the door of a residence. The Reporting Party stated that the male helped get her intoxicated roommate home, and wanted to come in. The Reporting Party would not let him in and he became upset. Information was gathered and the subject was gone on Officer arrival.
- A short time later, Officers were called back to the 100 block of East Main Street. The male subject from before was found in the intoxicated female's room hiding. It is believed the male subject snuck into the room through a window. The male was arrested for Burglary and Intoxication. The case is ongoing for follow-up to see if anything else happened while the male was in the room.
- Officers made contact with a male from West 15th Street that was the suspect in a Domestic Assault. Through investigation and follow-up, Officers were able to get an Arrest Warrant for Aggravated Domestic Assault. Contact was made at a residence and the male was there. The male was arrested and transported to Black Hawk County Jail.
- Officers were called to Menard's for a Burglary Alarm to the security guard sack by the yard. Officers checked the area and all was secure.
- Officers were flagged down in the 2000 block of College Street for a subject whose roommate indicated he was going to kill himself. The subject said he came home and the roommate had left a note on his door that told them he in his room and that he was going to kill himself. Officers secured the apartment and then made entry into the subject's room. The male was in the room and was not combative. He did say that he felt like dying. Officers got the subject to go with paramedics to the Hospital.
- Officers were called to 1813 West 8th Street for an Assault that had just occurred. The Reporting Party stated that a male had spit in her face during an argument. The male had left the area. A short time later, Officers found the male in the area of 7th and Ellen Streets. Through investigation they learned the male had an Outstanding Warrant to serve a Mittimus. The Black Hawk County Jail Sergeant advised to have the subject turn himself in two weeks from the date. The Reporting Party wanted the male to leave her alone and he was sent on his way after he was Advised.
- During Routine Patrol, Officers located several subjects at the Skate Park after hours. Their names were taken down and they were Advised of the Park hours.
- Officers were called to assist a subject that had reported her Vehicle Stolen in Waterloo. The Reporting Party was at a suspected address where she thought the person that took her vehicle might be at. Officers were unable to locate the Stolen Vehicle.
- Officers were called back to the area where the female thought the suspect who had stolen her car was located. She stated that she confronted the male, and the he pulled a knife on her and ran from the area. Officers were able to find the suspect, and he denied pulling a knife, stating that it was the Reporting Party that assaulted him by trying to hit him with her car. There was no evidence of either assault taking place. Both parties were advised to let Police handle the stolen property and to avoid one another.
- Officers were called to the 1500 block of Baker Drive for a female out of control. The report was that the female was upset with her boyfriend for taking too long to get home from work. The female threatened to kill herself and had self-inflicted cuts on her arm. The female claimed that her boyfriend assaulted her. Through investigation, it was found that the boyfriend did not assault her, but took the knife away from her so she would stop cutting herself. The female has a history of mental illness, and family assisted her in going with paramedics.
- Officers completed follow-up on a vehicle that crashed and was abandoned on Highway 218 over last weekend. Officers found the driver of the vehicle. The driver showed up to the Police Station, was issued a citation, and the vehicle was released.

- Officers continued Extra Patrol of City buildings and City property due to last week's civil unrest within the Cedar Valley.
- Officers made contact with vehicles, and occupants, that were in the parking lot of the High School. The subjects were identified, advised, and sent on their way.
- Officers located subjects in a City Park. The subjects were Advised of Park hours and sent on their way.
- Officers were called to a Parking Complaint in the 2400 block of Olive Street. Officers found a vehicle completely blocking the Reporting Party's driveway. The Reporting Party had no way to get his vehicles off his property. Officers were able to contact a Registered Owner, so the vehicle was towed.
- Officers were called to the Lifestyle Inn for a second hand report of a male claiming someone was trying to shoot him. Officers recalled the name of the male from previous incidents and remembered he suffered from mental health issues. Officers located the male standing out in front of Happy's Liquor Store. After speaking with the male for a while, he decided that he should go to the Hospital to have another mental health evaluation. There was no shooting suspect.
- Officers made contact with subjects at the Skate Park. An Off-Duty Officer observed several subjects still at the Park after closing as well as vehicles speeding in the area. Subjects that were still at the Park were closing down and cleaning up.
- Officers were called to Sartori Hospital for an Intoxicated Female that was being uncooperative in the lobby. It would be learned that the female was brought in earlier for detox, and she requested to go outside and smoke. After she was done, she would not listen to Hospital staff. The female was Advised that if she chose to leave the care of the Hospital and go off on her own, she could be arrested for Intoxication. The female agreed to let Hospital staff continue to care for her during her detox.
- Officers were called to Suspicious Subjects that were at the front door of a residence on Quesada Avenue. Officers found four subjects that were looking for the driver of a possible run vehicle involved in an earlier Accident. It would be learned that the subjects were at the wrong house. They were Advised and sent on their way.
- Officers were called to a Motor Vehicle Theft out at 1813 West 8th Street. While Officers were meeting with the Reporting Party, the Reporting Party received a text that a person was bringing her car back. Officers made contact with another vehicle involved and found that the driver was lying about his name. The male had Outstanding Warrants for leaving the residential facility. The male was informed of the Warrants and resisted the Officers. After a struggle and a brief Foot Pursuit, the male was taken into custody. He was transported to the Black Hawk County Jail. Additional charges are pending.
- While Officers were on Patrol, they observed a Suspicious Vehicle in the area of a new home construction site. The Officers observed the vehicle on Callum Court. Officers made contact with two subjects and identified them. The subjects checked OK and were Advised.
- Officers were called to Hillcrest Apartments on the report of a female screaming from an unknown apartment. Officers were able to find the female's apartment. Officers made contact with a male and female having relationship problems. It was a verbal argument only and both parties agreed to separate for the evening.
- Officers were dispatch to a "Text to 911" that came in as a Drug Violation for Meth in the 1000 block of West 7th Street. The report was of Drug Activity and a quantity of Meth inside of a residence. Officers made contact with a male who stated that he texted 911. The male wanted Officers to make contact with his girlfriend and talk to her about her drug addiction. The couple was given options for treatment and resources to follow-up.
- Officers were called to the area of Bluegrass Circle on the report of a Missing 75 year-old male. The Reporting Party called stating that her husband has dementia and left out the front door of their residence. The Reporting Party has an alarm on her front door, and when he went out it went off alerting her. She was concerned for his welfare. Officers were able to locate the male and got him back safe to his home without incident.
- Officers were called to 2500 block of Olive Street for a Loud Vehicle. Officers checked the area and could not locate the vehicle.



- Officers were called to 1416 West 2nd Street for a vehicle parked in front of the Reporting Party's driveway. Officers located the owner across the street and they moved the vehicle.
- Officers were called to Mile Marker 187 on Highway 218 for a subject walking next to the roadway. Officers located the subject and offered him assistance. The subject was walking to Waterloo and refused Officers' assistance
- Officers went out with some Suspicious Subjects at 4th and Main Streets. The subjects checked OK and were sent on their way. One subject was cited for Minor In Possession.
- Officers were called to 323 East 12th Street for roommates arguing about current living arrangements. Subjects were Advised by Officers that this was a Civil Issue.
- Officers were called to check on two Suspicious Subjects in the 6000 block of University Avenue. One subject was reported to have a gun. Officers made contact with the subjects and they checked OK and there was no weapon.
- Officers were called to 700 West Ridgeway Avenue for a female in labor. Officers assisted the ambulance.
- Officers were called to the Shady Rest Hotel at 2010 Center Street for a report of Harassment. When Officers met with the Reporting Party, he reported that someone was kicking his door then running off. Officers determined that no one was kicking the subject's door.
- Officers were called to Little Bigs for an Intoxicated Female refusing to leave the front of the business. When Officers arrived she could not be located.
- Officers were called to Little Bigs for a subject inside the bar with a gun. Officers did locate the subject and escorted him outside. Once outside, a handgun was seized from the subject. He was charged with Carrying a Handgun While Intoxicated and Intoxication.
- Officer noticed subjects possibly fighting in front of Little Bigs. Officers responded and broke up the altercation and sent people on their way.
- Officer checked out with a subject in the 2100 block of College Street who appeared to have been Assaulted. The subjects who had assaulted him had just left in a truck. Officers located the truck and one of the passengers was arrested for Assault.
- Officers were called to the 1500 block of West 4th Street for Loud Disorderly Subjects. One subject was Assaulted by another. The victim refused to have anything done.
- Officers were called to Thunder Ridge Senior Center for a Suspicious Subject taking pictures. They were there for a photo shoot. They checked OK.
- Officer located a broken down vehicle at Highway 58 and Greenhill Road. They checked OK and was unoccupied.
- Officer was called to 1230 Lakeview Drive for Fire Alarms going off in the house. Officer arrived and determined this to be a False Alarm.
- Officers were called to Pfeiffer Park for a male subject urinating on bike trail. Officers could not locate the subject.
- Officer located a Suspicious Vehicle at Gateway Park. The subjects checked OK and were Advised of Park hours and sent on their way.
- Officers were called to Loud Party at 323 East 12th Street. Subjects were Advised of the complaint and will be referred for a Loud Party.
- Officers were called to 1901 West 18th Street for a Loud Party. When Officers arrived it was all quiet and there was no party.
- Officers were called to 323 East 12th Street again for loud engines. When Officers arrived all the cars were gone.
- Officers were called to the Extended Stay at 4410 University Avenue for a male Assaulting a female. When Officers arrived the female had left the area. Officers located and spoke to the male who advised it was verbal only. The female never called in and reported the incident.
- Officer was called to 5502 Peridot Road for a Suspicious Male hanging around. Officers did not locate the subject.
- Officer checked out with two subjects arguing at 4th and Main Streets. Subjects were separated and sent on their way.
- Officers were called to a Fight behind The Pump Haus Pub and Grill at 311 Main Street. It was reported that ten subjects were fighting and one female is knocked out. Officers located the female who was conscious. No one wanted anything done and the problem party had left the area.

- Officer was flagged down outside of Voodoo Lounge and advised by staff of a problem party possibly in the area. Officers gave Extra Attention.
- Officer checked out with two males lying on the sidewalk at 15th and Main Streets. Subjects checked OK and were walking home from the bar and said they needed a rest.
- Officer noticed subjects possibly fighting outside of Voodoo Lounge. Other Officers arrived and the subjects separated and walked away from each other.
- Officers were called to 1930 Richard Road for a Loud Party. This call was put on hold by Supervisor until after bar close. When Officers did respond to call, all was quiet and there was no party.
- Officer was flagged down in the 2200 block of College Street and advised there was a Fight in Great Wall parking lot. Several Officers responded and parties were separated and sent on their way. Verbal only.
- Officers were called to 1807 Alden Avenue for a 911 Hang-Up Call. Officers met with several subject at that address and no one had the number that had called Dispatch.
- Officers were called to 3112 Boulder Drive for a female walking around the apartment complex yelling and screaming and possibly drunk. Officers located her and she was Advised to stay in her apartment.
- Officers were called to the alley behind Berk's Main Street Pub at 207 Main Street for a male subject who was urinating on several cars. Officers learned that the subject was not trying to urinate on cars, but was trying to start the cars on fire. Officers located the subject at Casey's General Store. The subject had Marijuana in his car and was arrested for the drugs. The subject was then run through Sobriety Tests and was charged with Operating While Intoxicated and may be charged with Arson 2nd pending investigation.
- Officers were called to the Shady Rest at 2010 Center Street for a male stating he was being Harassed. The subject does suffer from mental health issues.
- Officer located several subjects at the High School. They checked OK and were sent on their way.
- Officers were called to the Extended Stay at 4410 University Avenue for a Court Order Violation. A female was removed from the premise and a male was arrested for a No-Contact Violation.
- Officers were called to 2306 West 4th Street for several subjects intoxicated and refusing to leave. Cedar Falls Officers were busy and had to be assisted by County Deputies and a Waterloo Officer for this Call. When Officers arrived, the subjects had calmed down and Officers were not needed.
- Officer noticed a vehicle in Birdsall Park. Subject was Advised of Park hours.
- Officers were called to a report of Fireworks at Washington Park. Upon arrival, Officers located a vehicle in the park. While speaking with the occupant, Officers noticed the odor of Marijuana. The subject was arrested and charged with 3rd Offense Possession of Marijuana.
- Officers called to an address on State Street for a report of an Attempted Suicide. The female was transported to the Hospital for an evaluation.
- Officer observed a Traffic Violation. While making contact with the driver, Officers could see a container of Marijuana sitting in plain view in the back seat. The driver was arrested for 3rd Offense Possession of Marijuana.
- Officers called to an Assault in progress in the area of 22nd and Main Streets. It was reported a passenger in a vehicle got out and was Assaulting the driver. The vehicle left the area prior to Officers arrival.
- Officer made a Traffic Stop. The driver was arrested for an Outstanding Warrant.
- Officers called to a Burglary in progress. They found the suspect who turned out to live at the residence.
- Officer called to Sartori Hospital for a report of an Assault Victim in the Emergency Room. Female claimed to be Assaulted at 3112 Boulder Drive. Investigation continues.
- Officers were called to Cedar Falls High School for a large group of people playing loud music. They were Warned and Advised.
- Officers were called to 1418 Walnut Street for possibly Shots Fired. Nothing was located or further reported.
- Officers checked out with a Suspicious Male at 2300 block of Olive Street. The subject was arrested for Public Intoxication.
- Officers were called to the parking lot at the Cedar Falls High School for a Disorderly. When Officers arrived there was Disorderly.



- Officers were called to a Dumpster Fire at Ashworth and Kara Drives. Officers did not locate a fire, but they did hear fireworks going off. Unable to locate.
- Fight in progress at The Social House. When Officers arrived the subjects took-off running through the neighborhoods. Officers were unable to locate.
- Officers were called to 204 Main Street for a vehicle that hit a pole. The driver was gone when Officers arrived and the vehicle was totaled. Officers seized the vehicle and waited to hear from the Registered Owner. Officers were notified by Waterloo Police Department that the owner tried to report the Vehicle Stolen to them. The owner was told to call Cedar Falls Police Department. This case is under investigation.
- Officers were called to Fareway at 214 North Magnolia Drive for subjects Stealing cans. When Officers arrived the subject was gone.
- Officers were called to Kwik Star at 7500 Nordic Drive for a Vehicle Fire. Officers never located the vehicle. The store attendant stated that the subject took-off in the vehicle.
- Officers received a call from the landlord at 323 East 12th Street asking for Extra Attention at this property. His tenants have been throwing parties.
- Officers were called to Nordic Drive and Ridgeway Avenue for an Accident. One vehicle had rolled. When Officers arrived all parties were OK. The driver received citations.
- Officers were called to Rocky Ridge Road and Wild Horse Way for a Fireworks Complaint. Officers could not locate anyone.
- Officers were called to 5925 University Avenue for a Police Alarm. This was a False Alarm.
- Officer noticed a possible vehicle that had been struck in the 400 block of Main Street. The second car returned to the scene. The driver of the second car was arrested for Operating While Intoxicated.
- Officer made a Traffic Stop at 4th and State Streets. When the driver pulled over, he jumped from the vehicle and took-off running. Officers chased the subject, but were unable to locate him. The vehicle had a very large quantity of narcotics on the front seat. All evidence was seized and vehicle was towed.
- Officers were called to a Loud Party at 904 West 3rd Street. The subject were Warned and Advised.
- Officers were called to 1718 Merner Avenue for a Prowler. The Reporting Party stated there were subjects trying to get into their home. When Officers arrived they located a male subject who was extremely intoxicated. He was arrested for Intoxication.
- Officers were called to 708 Main Street for a Burglary in progress. A male subject had smashed several windows and kicked in the door. He had also damaged the Reporting Party's car. When Officers arrived he had fled on foot. Officers located the subject a short time later at Casey's General Store. The subject was arrested for Burglary 2nd.
- Officers were called to 2308 Center Street for male who was Assaulting two females. When Officers arrived they located two victims. The male had fled the scene. One victim was sent to the Hospital for her injuries. Officers did locate the subject later and after a brief struggle, the subject was arrested and charged with several felonies.
- Officers were called to 2725 Union Road for a tree over the roadway. Officers waited at that scene until the City Arborists arrived.
- Officers were called to 323 East 12th Street by the landlord for a Loud Party. Officers assisted in breaking up the party.
- Officers noticed subjects at the park at 2600 Grove Street at the Skate Park. Subjects were Advised of Park hours.
- Officers were called to the 2000 block of Washington Street for Fireworks. Officers spoke with subjects who advised they were done.
- Officers were called to 2021 Main Street for subject lighting off fireworks. Officers did not locate anything.
- Officers were called to the AmericInn Lodge for a Hit and Run Accident.
- Officer was called to the 1700 block of Waterloo Road for a loud metal on metal sound. Officer located a trailer that had a chain hitting the side of the trailer.
- Officer was called to 709 West 21st Street for a vehicle blocking the driveway. Officers located the owner and the car was moved.

- Officers were called to The Social House for a Disorderly. Officers sent parties on their way and cleared the crowd.
- Officers were called to Little Bigs for a Disorderly. Subjects were dispersed and sent on their way.
- An Officer called out a Pursuit, after a vehicle backed into the Police Car at Casey's General Store on Main Street. Officers pursued the vehicle and took the driver into custody at Blackhawk Roofing on East 18th Street. The driver was charged with Eluding and Operating While Intoxicated.
- Officers were called to give Extra Attention to the residence at 700 West Ridgeway Avenue #336 for Waterloo Police Department.
- Officers were asked to give Extra Attention to the 2300 block of Victory Drive for subjects breaking into cars.
- Officers were called to Kwik Star on College Street for a report of Vandalism to a vehicle.
- Officers were called to 1123 West 8th Street for a Suspicious Male trying to enter the residence. When Officers arrived the male was gone. Officers then located the subject at 1201 West 8th Street. The subject was arrested for Intoxication.
- Officers were called to 604 West 20th Street for a Loud Party. Subjects were Warned and Advised.
- Officers were called to the Super 8 for subjects messing with a flatbed trailer in the parking lot. When Officers arrived the subjects were gone.
- Officer noticed several subjects at the Skate Park after Park hours. Subjects were also lighting off fireworks. The Officer shut the Park down and made all subjects leave.
- Officers were called to 2609 Olive Street for a Loud Party. Subjects were Warned and Advised.
- Officers were called to 5100 University Avenue for a 70 year-old refusing to return to Bickford Cottage. Officers assisted the subject to the Hospital by ambulance.
- Officers were called to Gateway Park for two subjects arguing. The subjects checked OK and were Advised of Park hours.
- Officers were called to the 100 block of Franklin Street for two Suspicious Males with backpacks. Several Officers searched the area and could not locate anyone.
- Officers were called to 18th Street and Merner Avenue for two subject Vandalizing signs. Officers did not locate anyone and there was no damage to any signs.
- Officers were called to 2504 Rainbow Drive for an unknown problem. When Officers arrived they had to enter through a window. Officers found a Suicidal Subject. Officers assisted paramedics and an Officer drove ambulance to the Hospital.
- Officers were called to the 1300 block of West 1st Street for a semi stuck in traffic.
- Officers were called to a Medical Assist at the track of Cedar Falls High School. Juveniles were hanging out there, and one juvenile tried to jump over a fence and fell hitting her head. Officers assisted the paramedics.
- Officers responded to a Fireworks Complaint on Lake Street. Nothing was found.
- Officers responded to Fireworks Complaints at the beginning of Shift. All areas were quiet when Officers arrived on scene.
- Officers were called to a Loud Party on Bluegrass Circle. Officers made contact with a group at one of the rentals and learned that it was an AirBNB rental. The subjects were Advised of the complaint.
- Officers were called to a 911 Call that came from the area of Ulrich Park. The report was that a female sounded like she was moving and was not talking on the phone. Officers were able to track down a car by Ulrich Park that had two occupants in it. The call came from the car, and it was determined that 911 was accidentally dialed. Everyone checked OK.
- Officers conducted a Traffic Stop in the 1900 block of Walnut Street, and the driver was arrested for Operating While Intoxicated.
- Officers conducted a Traffic Stop at 2nd and Washington Streets, and the driver was arrested for Operating While Intoxicated.
- Officers were called to the McDonald's on West 1st Street for a driver in the drive-thru that was passed out in line. Contact was made and the driver was arrested for Operating While Intoxicated.
- Officers were called to the area of Birdsall Park for an unusual amount of cars in the area. Officers found several juveniles hanging out in the area. They were Advised of Park hours and sent on their way.
- Officers responded to Fireworks Complaints throughout the first part of Shift. Areas were quiet on arrival.

- Officers were called to the KwikStar on College Hill for a subject in the store that had been previously Banned. The subject left prior to Officer's arrival, and the store did not want to pursue the issue.
- Officers were called to the 300 block of Lincoln Street for the report of an explosion outside of a residence. As Officers were enroute, they saw fireworks going off in the area. Officers met the Reporting Party who told them that a car pulled up in front of the residence, and threw something in their mailbox, and then took-off quickly. Evidence appeared to have been a firework that detonated. A report was started, and the investigation continues.
- Officers conducted a Traffic Stop on a vehicle going North on Highway 218 traveling at a high rate of speed. Officers made contact, and the driver immediately became belligerent and would not cooperate with the Traffic Stop. The passenger got out of the vehicle during the Stop and came around the vehicle and began yelling at Officers. The passenger was arrested for Interference and the driver was arrested for Operating While Intoxicated.
- Officers were called to a residence in the area of 8th and Tremont Streets for juveniles that had taken a bike from the yard. The call came in from a concerned citizen. Officers began to Patrol the area and located a male with a bike that matched the description. Officers interviewed the male and determined that he had taken the bike from a yard. Contact was made later with the owner of the bike. The owner did want to pursue charges and the suspect will be contacted for charges.
- Officers were called to the 700 block of West 26th Street for a female that claimed her boyfriend had beaten her up. Officers investigated and found that a Domestic Assault had happened. The boyfriend was arrested for Assault D/A Causing Injury.
- Officers were called to several Fireworks Complaints. All areas were quiet upon arrival.
- Officers assisted Black Hawk County Sheriff Officer with a Traffic Stop in the area of 3rd Street and Hudson Road. The occupants were juveniles and a drug arrest was made on scene. Cedar Falls Police Department transported two juveniles home and released them to a parent.
- Officers were called to the 1400 block of West 7th Street for subjects standing in the Reporting Party's back yard Harassing her. It would be learned that the subjects were her neighbor and they were having a verbal argument over fireworks. All subjects were Warned and Advised.
- Officers conducted a Traffic Stop in the area of East 1st and Main Streets. The driver would be arrested for Operating While Intoxicated.
- Officers made contact with a Suspicious Group in the 2300 block of College Street. The subjects were interviewed and sent on their way. It looked as if the group was trying to start a Disorderly in the area.
- Officers were called to Loud Music in the area of the 1700 block of Walnut Street. Contact was made with the residence and they were Warned and Advised.
- Officers were called to the fireworks tent at Walmart. The subject inside called stating that some juveniles tried to come into the tent to take things. The juveniles fled the area when the Reporting Party approached them. The Reporting Party requested Extra Attention to the tent and advised he would be there all night.
- Officers made contact with juveniles at the Skate Park and Advised them of Park hours. The juveniles were sent on their way.
- Officers were called to a Suspicious Vehicle in the area of VonMaur. The report was that a vehicle had approached a female and told her to into the vehicle. It would be learned that the Reporting Party was hearing of the instance second hand and nothing more was needed.
- Officers were called to the park on the grounds of MercyOne on College Hill. The report was for subjects in the park lighting off fireworks. Officers made contact with some subjects, but there were no fireworks. Information was gathered on the subjects in the event it was needed later for investigation. The subjects were sent on their way.
- Officers were called to the area of 3rd and Washington Streets for subjects Fighting in the street. When Officers arrived, they learned that a bartender from one of the bars came out and yelled at the subjects and they took-off. Nothing was found.
- Officers conducted Checks at the local parks, as well as, fireworks tents set-up throughout the city.
- Officers stopped at the Skate Park and Advised people there of Park hours. The Park was cleared.
- Officers were called to assist in locating a Missing Person from Waverly. Officers were advised by Bremer County to hold off making contact at a specific residence. It would later be determined that

our assistance would not be needed, and Bremer County had an ongoing incident involving Probation/Parole on the subject. The subject was not considered a Missing Person and would be removed from the system.

- While on Patrol, Officers came upon two Suspicious Vehicles in the Holmes Junior High School parking lot. Contact was made with persons in the vehicle and it would be learned that their intent was to come to the School parking lot to light off fireworks. The persons were Advised of the City Ordinance, checked OK otherwise, and were sent on their way.
- Officers were called to an Assault in progress. While on the way, Officers were informed that the suspect fled the area with a machete. On scene, Officers found the suspect hiding and it would be learned that the suspect was the minor child of the Reporting Party. Officers assisted the family with the committal process for a mental evaluation of the child. No physical assault had occurred.
- Officers assisted Black Hawk County Sheriff Office in their Search for a Suicidal Subject. The subject had been in contact with a Crisis Hotline stating he was going to shoot himself. The phone came back in the area of Lost Island out in the county. Officers were able to locate an address in Cedar Falls for a subject using the same name as provided by the Crisis Hotline. Officers made contact at an address on Iowa Street and the subject was there. The subject admitted to calling and making the statements. The subject went with paramedics voluntarily.
- Officers stopped at the Skate Park and Advised people there of Park hours. The Park was cleared.
- Officers made contact vehicles in the Cedar Falls High School parking lot. The subjects checked OK and were sent on their way.
- Officers were called to a Suspicious on West 11th Street. The report was that a subject returned home and found her bathroom window broken and a closet light was on. Officers cleared the house and it was found empty. Further investigation found that the only thing missing was a new prescription of anti-depressant medicine. Entry was not gained through the broken window, the investigation continues.
- Officers were called to assist a juvenile that was sitting in front of the City Public Library and did not have any pants on. Contact was made with the juvenile and he provided Officers with his home address. Officers made contact at his address and spoke with his mother. It would be learned that the juvenile has special needs, and when his phone was taken away he became upset with his mother and ran out of the house. The mother was given options to assist her with the juvenile.
- Officers were called to the can redemption bin at the Fareway on Magnolia Drive for a subject taking cans out of the bin. The subject was gone by the time Officers arrived, but given the description of the vehicle leaving and the male suspect Officers believe they know who he is. The investigation continues.
- Officers were called out to Woodridge Drive for an elderly male that appeared disoriented and lost. It was learned that the male had dementia. Officers were able to locate his home, not far away, and reach his wife to bring him home.

#### **INVESTIGATIVE UNIT – Captain Jeff Sitzmann**

- Work continues on the December Homicide involving the death of Grant Sault. Investigators have been working with the County Attorney's Office along with Defense Attorneys who arrange for interviews. People of interest are currently in custody and additional charges are pending.
- Investigators have been following-up on a series of Residential Burglaries. Cell phone and social media analysis is being done on one suspect. We have also obtained a DNA sample to compare with evidence left at the scene.
- We have obtained DNA analysis and identification from discarded cigarette butts left at the scene of a Church Burglary. We are trying to determine if the suspect identified by DNA had any reason to be at this church during the Covid-19 lockdown.
- The Investigative Unit continues to use electronic surveillance at some locations which appear to be vulnerable to crime. Images and video are sent to PC's and phones on a daily basis. At this time none of these locations have been disturbed.
- Early in the month of June, Investigators assisted Patrol with a Fraud investigation at a local cell phone retailer. A female suspect had gone to a chain store in the Cedar Rapids area and was able to purchase I-Phones under an assumed identity. The suspect also had a credit card in the same name as the identification she used. The female suspect then came to Cedar Falls and attempted to do the same

- thing. Police were called and the female was placed under arrest. A Search was conducted of her vehicle and 13 brand new stolen I-Phones were located. She was charged with 1st Degree Theft.
- Investigators continue to follow-up on the Theft of a handgun from a local retailer. One subject was charged in that Theft and has a lengthy criminal history. At this time the case is being prepared for Federal prosecution.
  - Investigators have completed a Residential Burglary investigation in Cedar Falls. Evidence indicates that a suspect lured her friend from her home so the boyfriend could commit the Burglary. An undetermined amount of cash was stolen during the Burglary. Charges are pending for two subjects.
  - Patrol Officers and Investigators responded to the Goodwill Store after a reported Bomb Threat. The suspect called on two separate occasions asking for the manager. The manager was told that there was a bomb in the building and that he was going to blow up the building. The investigation determined this was a false threat. The case is still being investigated.
  - County CSI Training was cancelled again this month, did Departmental on-line De-escalation Training.
  - Assisted other Investigators with staffing the Protests on 06/4/20, 06/6/20 and 06/19/20.

#### CSI:

- 06/01/20 – Assisted First Shift Officers with a Bomb Threat at a business on University Avenue.
- 06/02/20 – Assisted Investigators with the execution of a Search Warrant in connection with a Fraud at a business on Brandilynn Boulevard.
- 06/04/20 – Assisted First Shift Officers with processing a Residential Burglary on Boulder Drive.
- 06/12/20 – Assisted Second Shift Officers with processing a Residential Burglary on North Ellen Street.
- 06/29/20 – Assisted Investigators with the execution of a Search Warrant for DNA in connection with several Residential Burglaries in 2019.

#### Crime Lab:

- Three items of physical evidence were processed.
- Four items of evidence were taken to the State Crime Lab for processing.

#### Property Room:

- Thirteen items of property were released back to their owners.
- Abandoned currency in nineteen closed cases from 2014 to 2019 was released to the Finance Department.
- Forfeitures of currency from two closed cases were released to the Finance Department.

#### Evidence / Property:

- Physical evidence entered: 65
- Found property entered: 14
- Property held for safekeeping: 1
- CD's entered by Officers: 69
- Attorney video copies sent: 61
- Attorney requests (not video): 0
- Building videos archived: 48

**POLICE RESERVE UNIT – Lieutenant Brooke Heuer**

- Reserve Officer Aries attended Firearms Training on 06/01/20 working toward his Weapons Certification. He did post a passing score and just needs more hours toward his Certification.
- On 06/04/20, Reserve Officers assisted with the Protest at the Public Safety Building. Some of their duties included Traffic Control and monitoring the building and other areas.
- Reserve Officers assisted with Security during the silent vigil on 06/06/20 at Overman Park.
- The Reserve Unit also assisted with two other planned Protests on 06/19/20 and 06/20/20 by providing Traffic Control and Security during the Marches.
- Reserve Officers Spray and Hines continued to Field Train on Second and Third Shift Patrol with career Officers.
- Reserve Officers worked Second and Third Shift hours during the month of June. They assisted with Trail Patrols, Calls for Service, Traffic Enforcement, and Foot Patrols of the College Hill and Main Street areas.
- During the month of June, the Reserve Unit logged a total of 114.25 hours of ride time and training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries, Adam	8
Bostwick, J	0
Buck, M	16.5
Burg, A	18.25
Cross, K	15
Erickson, N	0
Griffin, T	10.5
Hines, C	8
Jaeger, D	14
Spray	24
<b>TOTAL</b>	<b>114.25</b>

**POLICE TRAINING EVENTS – Lieutenant Marty Beckner**

- National Crime Information Center (NCIC) Recertification Exams were taken for those close to their expiration dates.
- Lieutenant Rea continued with her Grow Iowa / Cedar Valley Leadership classes.
- There was no Police In-Service training in June.
- All June out-of-town Training was cancelled due to Covid-19 restrictions.
- Officer Baumgartner and Officer Schultzen continued their Field Training Program.
- Officer Adelmund completed his Field Training Program, and advanced to Solo Patrol.
- Public Safety Services Captain Smith continued his on-line Command School Training through Northwestern University.
- A voluntary Firearms Day was held in June for Officers to schedule individualized time with a Firearms Instructor to improve skills and marksmanship.

**POLICE RECORDS – Lieutenant Marty Beckner**

- Transmission of all Traffic and Criminal Software (TRACS) based reports / forms to the State, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to the Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officers.

<b><u>POLICE STATISTICS:</u></b>	<b><u>June 2020</u></b>	<b><u>Total 2020</u></b>
<b>Group A Crimes</b>		
Forcible Rape/Sodomy/Fondling	2	11
Robbery	0	1
Assault	15	79
Arson	0	1
Extortion/Blackmail	0	1
Burglary/B&E	10	48
Theft	21	200
Motor Vehicle Theft	0	12
Counterfeit/Forgery	1	9
Fraud	8	40
Vandalism	19	79
Drug Offenses	7	61
Porno/Obscene Material	0	1
Weapon Law Violation	2	8
<b>Group B Crimes</b>		
Bad Checks	0	5
Disorderly Conduct	1	17
Driving Under Influence	17	58
Drunkenness	9	84
Non-Violent Family Offense	1	5
Runaway	1	11
Trespassing	0	6
All Other Offenses	10	53
<b>Group A Total:</b>	<b>85</b>	<b>551</b>
<b>Group B Total:</b>	<b>39</b>	<b>239</b>
<b>Total Reported Crimes:</b>	<b>124</b>	<b>790</b>
<b>Traffic Accidents</b>		
Personal Injury	0	17
Property Damage	10	171
<b>Total Reported Accidents</b>	<b>10</b>	<b>188</b>
<b>Driving Offenses</b>		
Driving While License Barred	0	6
Driving While Denied/Cancelled/Suspended/Revoked	0	10
Eluding Police Vehicle	0	1
<b>Total Driving Offenses</b>	<b>0</b>	<b>17</b>
<b>Alcohol/Tobacco Violations</b>	<b>0</b>	<b>109</b>
<b>Calls For Service</b>	<b>1,842</b>	<b>8,603</b>
<b>Total Arrests</b>	<b>55</b>	<b>345</b>

**CEDAR FALLS FIRE RESCUE****JUNE FIRE DEPARTMENT ACTIVITIES:**

- Station #1 (Blue Shift):
  - Provided seven Public Relations Activities related to the 'Birthday Drive-By Initiative' with Police.
  - Provided six Public Relations Activities of various types.
- Station #1 (Green Shift):
  - Provided two Public Relations Activities related to the 'Birthday Drive-By Initiative' with Police.
  - Provided one Public Relations Activity with Communications Specialist Amanda Huisman doing book reading on-line for children during Covid-19.
- Station #1 (Red Shift):
  - Provided five Public Relations Activities related to the 'Birthday Drive-By Initiative' with Police.
  - Provided two Public Relations Activities of various types.

**FIRE INSPECTIONS – Battalion Chief Curt Hildebrand**

- June Rental Inspections: 1
- June Re-Inspections: 7

**FIRE TRAINING EVENTS – Lieutenant Marty Beckner**

- Public Safety Officers completed their Monthly Checklist of Knowledge and Performance Tasks.
- Public Safety Officers continued their Fire Fighter 1, Fire Fighter 2 and Hazardous Materials Certification Testing.
- June Walkthroughs at the University of Northern Iowa were cancelled due to COVID-19 precautions. The Training was modified to ensure compliance with COVID-19 restrictions.
- Fire In-Service Training consisted of Boat Operations and Water Rescue.
- All June out-of-town Training was cancelled due to COVID-19 precautions.
- Public Safety Officers Lechtenberg and Helgeson completed their EMT classes.
- Some Public Safety Officers took their Knowledge and/or Driving Tests to obtain their Chauffeur's License so they can train to drive Fire apparatus.
- Three fire extrication tool vendors made one day presentations on their equipment. All three Fire Shifts were able to have a free one-day Vehicle Extrication Training using the vendor's equipment.

**FIRE RECORDS – Lieutenant Marty Beckner**

- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- Self-Contained Breathing Apparatus (SCBA) Inspection the first Wednesday
- Self-Contained Breathing Apparatus (SCBA) Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

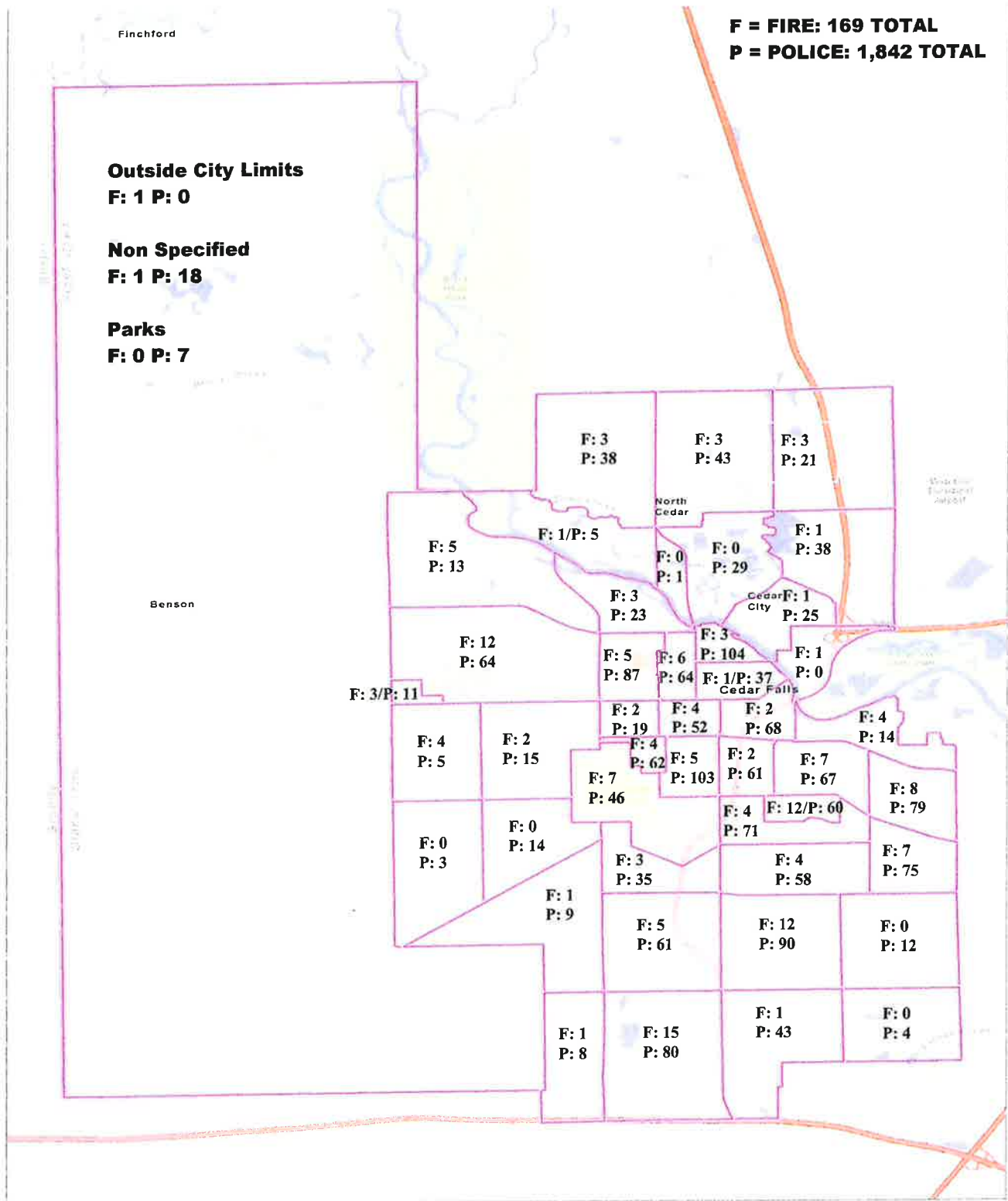
**FIRE RESCUE CALLS FOR SERVICE**

<b>Type of Incident (Monthly)</b>	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20
Medical	124	124	98	87	74	95						
Cancelled, False Alarms, Good Intent	42	54	44	58	57	54						
Fire, Heat, Hazard, Weather Related	12	8	13	13	13	20						
<b>Totals</b>	<b>178</b>	<b>186</b>	<b>155</b>	<b>158</b>	<b>144</b>	<b>169</b>						

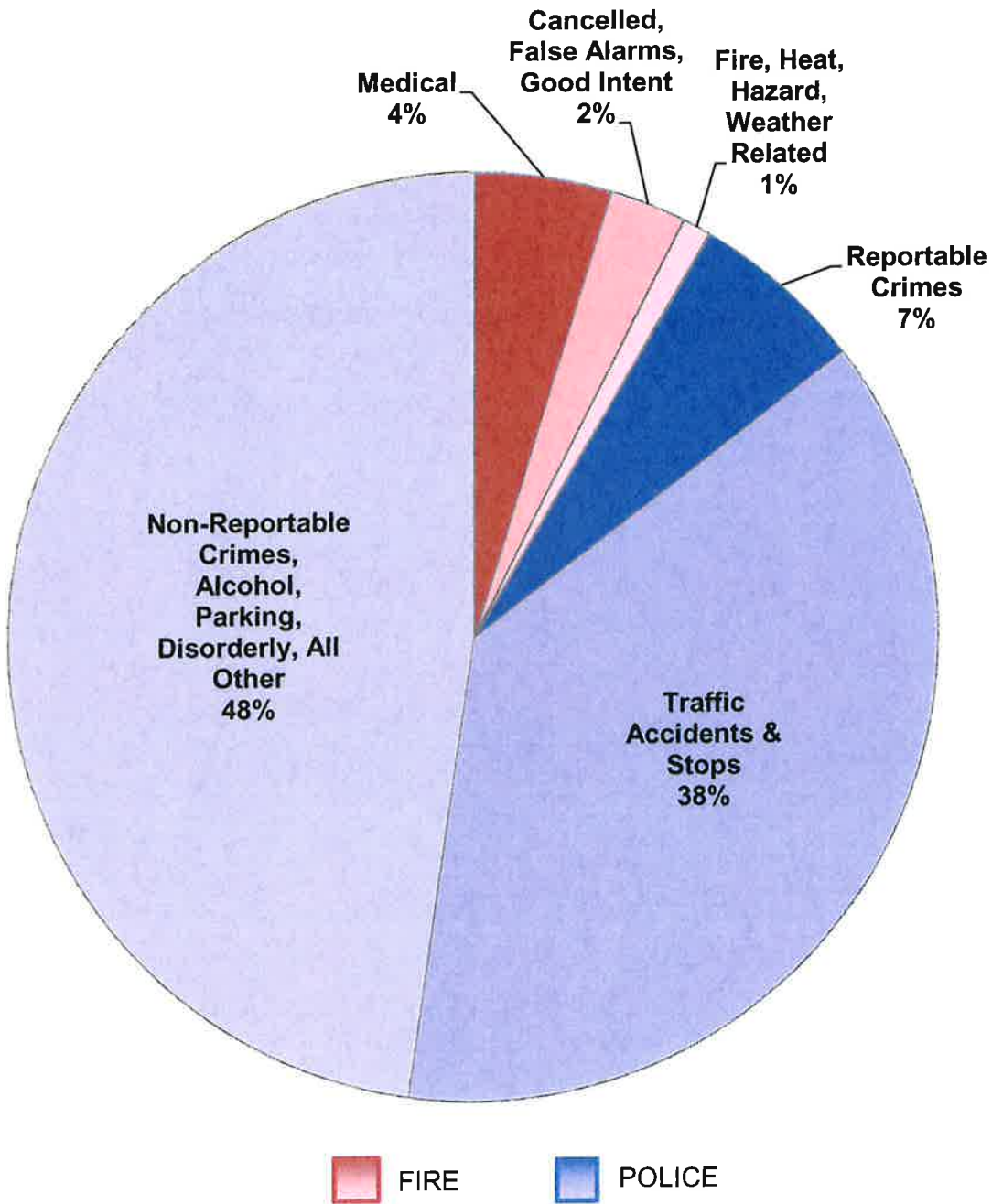
<b>Type of Incident (per year)</b>	2011	2012	2013	2014	2015	2016	2017	2018	2019
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772	841
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022	1,272
<b>Totals</b>	<b>2,012</b>	<b>2,103</b>	<b>2,101</b>	<b>1,999</b>	<b>2,207</b>	<b>2,481</b>	<b>2,337</b>	<b>1,794</b>	<b>2,113</b>



# Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (June)




**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 Green and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director  
 Craig Berte, Acting Police Chief  
**Date:** July 30, 2020  
**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) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - renewal.
- b) The Black Hawk Hotel/Bar Winslow/Farm Shed, 115-119 Main Street, Class B liquor, Class B wine & outdoor service - renewal.
- c) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
- d) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
- e) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (August 14-16, 2020)
- f) Smokin Oak Wood Fired Pizza, 1525 West Ridgeway Avenue, Class B beer – new.
- g) Vintage Iron, 104 Main Street, Class B wine – new.
- h) Panther Travel Center, 1525 West Ridgeway Avenue, Class E liquor – new.
- i) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service – premise update of outdoor service with exceptions. (see attached)



**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
4600 S. MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

---

**To:** Mayor and City Council  
**From:** Jeff Olson, Public Safety Director  
**Date:** July 30, 2020  
**Re:** Mulligans Brick Oven Outdoor Seating Addition

---

Public Safety has reviewed the request from Mulligans Brick Oven to expand their seating area and City Ordinances 5-67 and 5-68. Public Safety has no concerns with the addition jeopardizing the health, welfare or safety of the users. We are in agreement that an exemption be granted as requested providing all other applicable City Divisions approve and all city ordinances are followed.

## Amy Eggleston

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**Subject:** FW: Mulligans Brick Oven - Outdoor Seating  
**Attachments:** IMG\_2309.jpg; AD448789-F323-45E0-B51A-B9C4CD6B5517.heic; 776EC949-F8AB-4C7A-8F5E-DF016BD99D53.heic; 95D7A359-9FFF-4A56-BD4C-34B5DC42D866.heic

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**From:** Dave Morgan [mailto:dave@singlespeedbrewing.com]  
**Sent:** Thursday, July 30, 2020 7:39 AM  
**To:** Karen Howard  
**Cc:** Jaydevsinh Atodaria  
**Subject:** Re: Mulligans Brick Oven - Outdoor Seating

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

Good Morning!

As we wait for the engineer to submit his plan to the City / DNR, my hope is that City Council will take a look at and approve our code variance requests.

City Code states the following:

*Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.*

- I'd propose we continue with a fence to match the existing fencing on the completed, front portion of the patio.
  - photos are attached

*An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.*

- as part of the fence plan we propose leaving an opening in the fence, near the SE corner, that is to be used as an entryway to the lowest level of the patio
  - drawing is attached

Thanks Karen -

Dave

Dave Morgan  
 Founder  
 SingleSpeed Brewing Company  
 325 Commercial St



**Amy Eggleston**

---

**To:** Dave Morgan  
**Subject:** RE: Mulligans Brick Oven - Patio Expansion





Dave Morgan  
Founder  
SingleSpeed Brewing Company  
325 Commercial St  
Waterloo, IA 50701  
[www.SingleSpeedBrewing.com](http://www.SingleSpeedBrewing.com)







**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
4600 S. MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

---

**To:** Mayor Green and City Council  
**From:** Jeff Olson, Public Safety Services Director  
**Date:** July 21, 2020  
**Re:** Cedar Bend Humane Society (CBHS)

---

Attached is a revised contract with the Cedar Bend Humane Society (CBHS). This is a three year contract with changes to the fees only. The CBHS provides housing of animals in Cedar Falls. Waterloo Animal Control provides the pickup of animals in the City. Our current contract with CBHS has been in effect for three years. CBHS is proposing a fee increase and a three year contract. The fee increases are for the housing of animals. The price for feral cats will remain the same. The increase of fees is 2.9% and will not increase over the three years. We are recommending approval of this three year contract with the Cedar Bend Humane Society.

### Agreement For Animal Services

This Agreement is entered into by and between the City of Cedar Falls, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called CITY), and the Cedar Bend Humane Society, an Iowa corporation (hereinafter called "SOCIETY"), with its principal place of business at 1166 West Airline Highway, Waterloo, Iowa 50703 (hereinafter called the "Facilities" of SOCIETY).

WHEREAS, CITY desires to provide the residents of the City of Cedar Falls with certain animal services; and

WHEREAS, SOCIETY possesses the skills, training, and experience, and the ability to perform certain animal services required by CITY for the residents of the City of Cedar Falls, the parties have reached agreement thereon, and desire to reduce their agreement to writing;

IT IS THEREFORE AGREED AS FOLLOWS:

#### Basic Animal Services

SOCIETY shall provide the following Basic Animal Services for domesticated dogs, cats, and other domestic animals (hereinafter collectively referred to as "Domestic Animals"):

1. Facilities. SOCIETY will employ competent persons to perform all necessary duties and functions of, and furnish and maintain facilities and equipment adequate, for the housing, shelter, care and disposal of Domestic Animals, as required for an animal pound or animal shelter under the statutes of Iowa.
2. Personnel. SOCIETY shall furnish a competent humane officer or other staff to provide animal services to the CITY, as provided for in this Agreement.
3. Impound Services. SOCIETY will impound Domestic Animals, licensed or unlicensed, which were found unlawfully at large or confined within the CITY in violation of the ordinances of the CITY, and which are delivered to the Facilities of SOCIETY by Cedar Falls residents, by CITY officials, or by City of Waterloo Animal Control Officers pursuant to a contract between the City of Cedar Falls and the City of Waterloo, during the Hours of Service described in Section 6 of this Agreement.
  - a. *Medical Examination*. SOCIETY will medically examine all incoming animals to determine whether the incoming animal will be subject to a hold, will be euthanized, or subject to quarantine.
    - i. SOCIETY will inoculate all animals subject to a hold for diseases common to their species.

- ii. SOCIETY will immediately euthanize any animal that is found to be sick, injured or not old enough to survive on its own accord or is beyond the care that the Facilities can provide.
- b. *Animals Subject to a Hold.*
- i. SOCIETY will hold stray dogs and cats (except as set forth in paragraph 3-c) for five (5) consecutive days if there is no known owner. If no owner claims said animal within the five (5) day holding period, the SOCIETY shall assume ownership.
  - ii. SOCIETY will hold stray dogs and cats with identifying information, such as a license, rabies tag, ID tag, or microchip, for seven (7) days. SOCIETY will attempt to contact the owner utilizing the animal's identifying information. Contact may include phone call(s), mailing of a written notice by ordinary mail to the last known residence of the suspected dog or cat owner, if such owner is known, and posting of notice on SOCIETY's website, if SOCIETY has a website page available for this type of posting. If no owner claims said animal within the seven (7) day waiting period, SOCIETY shall assume ownership. SOCIETY shall assume ownership of stray kittens and puppies that enter the Facilities as a litter, or appear under the age of eight weeks old, after a holding period of twenty four (24) hours.
  - iii. Any cat delivered to the SOCIETY in a trap will be treated as a stray and, at the discretion of the SOCIETY, may be held as set forth in paragraph 3-c., or other disposed of.
- c. *Free-Roaming/Feral Cats.*
- i. Notwithstanding other provisions of this Agreement, CITY agrees to participate with SOCIETY for a Trap-Neuter-Release- (TNR) program for free roaming or feral cats. The goal of this program is to help control the free roaming/feral cat population within the cities of Waterloo and Cedar Falls, and reduce the number of required euthanization of such animals. Cats delivered to the SOCIETY in a trap and appearing to be feral will require no predetermined holding period and may be euthanized immediately. As an alternative to euthanizing any feral cat, SOCIETY at its own expense may alter the animal and release it to the same area in which it was trapped to roam freely, but only after vaccinating it for rabies and tipping one of its ears.
4. Other Terms. SOCIETY agrees to the following provisions relating to animals which are delivered to the Facilities of SOCIETY under this Agreement:
- a. SOCIETY may charge and retain a fee which is charged to the animal owner of not to exceed \$50.00 for accepting each Domestic Animal delivered to the Facilities of SOCIETY by Cedar Falls residents as provided for in this Agreement.
  - b. SOCIETY may charge and retain a maximum fee of \$10.00 per day to the animal owner for boarding a Domestic Animal at the Facilities of SOCIETY pursuant to this Agreement.

- c. SOCIETY acknowledges that CITY does not require microchipping, spaying, or neutering of any animal that is handled by SOCIETY pursuant to this Agreement.
  - d. SOCIETY agrees that prior to releasing to its owner any animal delivered to the Facilities of SOCIETY under this Agreement, SOCIETY will insure that the animal is up to date on all shots and CITY licensing.
  - e. Should SOCIETY, in its discretion, deem a citation should be issued for any Domestic Animal delivered to the Facilities of SOCIETY under this Agreement, SOCIETY shall contact a police officer of the CITY, to explain why SOCIETY deems a citation should be issued. If the CITY police officer agrees that a citation should be issued, either SOCIETY may issue the citation or, at the request of SOCIETY, a police officer of the CITY may issue a citation.
5. Quarantine Services. SOCIETY shall accept stray dogs and cats delivered to the Facilities of the SOCIETY which must be quarantined as a result of a bite case. Dogs and cats are subject to quarantine if they have bitten a person and drew blood. The quarantine period shall be for ten (10) days.
- a. *Location of Quarantine.* SOCIETY shall determine the location of the quarantine. Quarantine at SOCIETY will be at SOCIETY's discretion. SOCIETY shall not be responsible for quarantining animals with known owners, unless the owner refuses to quarantine, the animal is unusually aggressive and poses a direct threat to others, or an uncontrolled situation prevents the owner from being able to quarantine the animal.
  - b. *Reporting Requirements.* If a bite case or bite report comes to the attention of the SOCIETY with respect to any stray dogs or cats delivered to the Facilities of the SOCIETY during the term of this Agreement, SOCIETY shall refer the bite report or bite case to the CITY, and furnish to CITY any information received by SOCIETY in connection with the bite case or bite report. SOCIETY shall have no further responsibility for any reporting requirements except as provided for in this subsection 5(b).
  - c. *Quarantine Fees.* Owners shall be responsible for payment of quarantine fees. If the owner of a quarantined animal is known and can be located, the owner shall be billed for the quarantine fees. All quarantine fees must be paid in full by the end of the ten (10) day quarantine period, or SOCIETY will not return the quarantined animal to the owner. In the event the owner fails to pay the quarantine fee by the end of the ten (10) day quarantine period, CITY shall pay the quarantine fee, and SOCIETY shall assume ownership of the animal. If the owner of a quarantined animal is not known, CITY shall pay the quarantine fee, and SOCIETY shall assume ownership of the animal. The quarantine fee for an animal which is to be paid for by the CITY is \$150.00.
  - d. *Rabies Testing Information.* SOCIETY is not responsible for providing rabies testing; however, SOCIETY shall provide to the public, upon request, information about options and fees for rabies testing.
6. Hours of Services. Animals shall be accepted at the Facilities of SOCIETY as provided for in this Agreement during the hours of 8:00 A.M. and 5:00 P.M. daily (that is, Monday through Sunday).

7. Fees. During the term of this Agreement, SOCIETY may charge fees to the CITY for services as set forth below:
- a. The sum of \$90.00 for each Domestic Animal (excluding trapped feral cats) or sick and/or injured wildlife delivered to the Facilities of the SOCIETY.
  - b. The sum of \$51.00 for each trapped feral cat delivered to the Facilities of the SOCIETY.

#### After Hours Services

8. Drop Off Location. SOCIETY shall provide a drop-off location (hereinafter the "Drop-Off Location") for CITY for stray dogs and cats picked up by the Cedar Falls Police Department after-hours.
- a. SOCIETY will provide adequate kennel space, litter, water source and SOCIETY intake paperwork for stray animals dropped off by the Cedar Falls Police Department.
  - b. The Cedar Falls Police Department will be responsible for securing the stray animal in an appropriate sized kennel, providing water to the animal and completing SOCIETY intake paperwork.
  - c. The Cedar Falls Police Department will be responsible for properly locking and/or securing the Drop-Off Location upon departure.
  - d. The SOCIETY will be responsible for collecting stray animals from the designated Drop-Off Location every morning.
  - e. The Drop-Off Location is not to be used by members of the general public.
  - f. CITY shall pay to SOCIETY on a monthly basis the sum of \$83.75 for each Domestic Animal or sick and/or injured wildlife delivered to the Drop-Off Location of the SOCIETY as provided in this section, during the term of this Agreement.
  - g. Trapped feral cats are not to be left in the afterhours Drop-off Location.

#### Additional Provisions

9. Trap Rental. SOCIETY agrees to provide property owners or tenants within the CITY with live traps for trapping free-roaming or feral cats, but not for trapping other Domestic Animals or Wildlife. The property owner or tenants shall be required to sign a rental agreement with SOCIETY and pay any trap rental fee determined by SOCIETY. Property owners or tenants shall be responsible for bringing trapped animals to the SOCIETY. SOCIETY reserves the right to refuse to rent live animal traps at its sole discretion. The CITY shall have no responsibility with respect to any traps rented by SOCIETY, but CITY may also rent traps on such terms as SOCIETY deems appropriate.
10. Licensing. SOCIETY shall fully cooperate with CITY and any and all departments of the CITY in performance and observance of the ordinances of the CITY pertaining to licensing of dogs and cats and not release any dog or cat to the owner thereof, or to any other person, except upon signature of the owner on an affidavit agreeing to license



said dog or cat in the CITY within a seven (7) day period of time or when said animal reaches four (4) months of age. SOCIETY shall promptly submit to CITY all affidavits signed by owners under this Agreement.

11. Billings by City of Waterloo and SOCIETY not to be duplicated. The parties agree that the City of Waterloo will be contracting with the SOCIETY for certain services for Domestic Animals found within the CITY, under an agreement between the cities of Waterloo and Cedar Falls. CITY and Society agree that there shall be no duplicate billing of services to CITY by both the City of Waterloo and Society for the same services rendered to City under this Agreement, and under the agreement between the cities of Cedar Falls and Waterloo.
12. Term. The term of this Agreement shall commence at midnight on July 1, 2020, and shall thereafter provide services hereunder until midnight on June 30, 2023.
13. Termination by CITY. CITY shall have the right to terminate this Agreement at any time for convenience upon thirty (90) days' advance written notice to SOCIETY.
14. Termination by SOCIETY. SOCIETY shall have the right to terminate this Agreement at any time for convenience upon (90) days' advance written notice to CITY.
15. Reports. SOCIETY shall provide to CITY a monthly report for all Domestic Animals and sick and/or injured wildlife delivered to the Facilities or to the Drop-Off Location of SOCIETY during the term of this Agreement indicating whether the incoming animal was boarded, quarantined, euthanized or disposed of. The report shall be provided to CITY by the tenth of the following month.
16. Non-Disparagement. The parties agree that neither of them shall make disparaging statements about the other.
17. Compliance with Law. SOCIETY shall fully comply with federal, state and local law in providing services pursuant to this Agreement to the CITY.
18. Indemnification. To the extent authorized by Article VII, Section 1, of the Iowa Constitution and Chapter 670 of the Code of Iowa, CITY agrees to indemnify and hold SOCIETY harmless from any liability based on any claim, demand or cause of action maintained or asserted by any person, firm, association, or corporation against SOCIETY as a result or on account of SOCIETY wrongfully receiving and impounding any animal from CITY, so long as SOCIETY has performed and complied with the terms of this Agreement and the ordinances of the CITY. Nothing in this Agreement shall be construed as granting any person or entity not a party to this Agreement any claim, right or cause of action.

Date: \_\_\_\_\_, 2020

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
Robert M. Green, Mayor

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

Date: July 21, 2020

Cedar Bend Humane Society

By: Kristy Gardner  
Director  
Kristy Gardner



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Debra Frost, Community Services Coordinator

**DATE:** August 3, 2020

**SUBJECT:** Recommendation to Reopen the Waiting List for the Housing Choice Voucher Program

#### **BACKGROUND**

The Housing Choice Voucher (HCV) program (also known as Section 8) is a program of the U.S. Department of Housing and Urban Development (HUD). It is the government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

To apply for HCV funding, applicants complete a preliminary application and then are placed on a Waiting List. Staff takes names off the Waiting List on a regular basis, determines their final eligibility and issues a voucher to those who may participate in the program.

In August, 2019 the City closed the waiting list to new applicants to focus our staff resources on serving those already on the list. Since that time we have reached out to applicants on the waiting list to confirm their interest in remaining on the list and have also continued to issue new vouchers to those that have reached the top of the list. As a result, the number on the waiting list is substantially reduced, with currently 56 on the list and only 18 in the Preference 1 group. The preference 1 group includes low income elderly and disabled persons and also families who currently live or work in Cedar Falls. These persons are given preference above other applicants.

Given the low numbers on the list, at their meeting on July 14, staff recommended to the Housing Commission that we re-open the waiting list indefinitely and discussed new options for persons to apply online through software updates funded through the CARES ACT.

#### **COVID-19 CARES ACT**

HUD has awarded the City additional funds for administration of the Housing Choice Voucher Program for activities or systems implemented to prevent the spread of the COVID-19 virus. One of the best ways to prevent the spread is to provide opportunities for people to apply online and to renew their applications and update their files online rather than coming into City Hall for assistance. To that end, we will be using the additional funds provided through the CARES Act to upgrade our existing software to provide online assistance, an online application process and paperless case files. With these software additions, participants and landlords will have greater

access to forms and will have the capability to upload items directly into the system as well as apply online.

### **APPLICATION PROCESS**

To help prevent the spread of the COVID-19 virus, applicants will be encouraged to use the online application process or to mail in their application. Staff is always available to answer questions by phone. The following application options will be offered.

1. Apply online with our new software;
2. Print out the application from the City's website and mail or drop off at City Hall;
3. Call and request an application be emailed or mailed and return the completed application by mail or drop off at City Hall;
4. Pick up an application in the lobby of City Hall to be mailed or dropped off at City Hall.
5. Housing Program staff will make appointments to help fill out applications only when reasonable accommodation has been requested.

### **RECOMMENDATION**

The Housing Commission and the Planning & Community Services Division recommend opening the Waiting List for the HCV program on August 31, 2020 and for the list to remain open until further notice.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** July 27, 2020  
**SUBJECT:** CDBG-CV Service Agency Contract: Northeast Iowa Food Bank

In April 2020, the CARES Act was passed in response to COVID-19. Part of the Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to coronavirus. Cedar Falls received \$160,662 for CDBG-CV. The City amended its FFY19 Annual Action Plan in June 2020, to indicate how the CDBG-CV funds would be utilized. The plan calls for utilizing 20% of the funds, \$32,132, to support service agency activities during the pandemic. The City contacted the service agencies under contract for FFY19 for proposals. The Northeast Iowa Food Bank is the only agency that responded, with a request for \$20,000 in additional funding.

Attached is a proposed contract amendment with the Northeast Iowa Food Bank for support to families in response to the coronavirus.

The Department of Community Development recommends that the City Council adopt a resolution approving the amendment.

Xc: Karen Howard, Planning & Community Services Manager



## FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment to Agreement for Professional Services is made and entered into this 20<sup>th</sup> day of July, 2020, by and between the City of Cedar Falls, Iowa (hereinafter "City"), and **Northeast Iowa Food Bank** (hereinafter "Agency").

WHEREAS, the City and the Agency entered into a certain Agreement for Professional Services dated December 16, 2019, which established the terms and conditions whereby providing food products for eligible low- and moderate-income residents of Cedar Falls would occur through CDBG funds (hereinafter the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, changes in the scope of services or changes in compensation may be made by written amendment; and

WHEREAS, the City has received additional funds through the Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

WHEREAS, the City has completed a Substantial Amendment to its Annual Action Plan for Federal Fiscal Year 2019 in order to disburse additional funds to Service Agencies; and

WHEREAS, amending the Agreement with the Agency to provide additional funding for food products for eligible residents of Cedar Falls is an appropriate use of funds under the CARES Act and is in the best interest of the residents of Cedar Falls.

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

1. Paragraph 4 of the Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2019 and ending June 30, 2020. This agreement will be valid upon execution by the CITY and AGENCY.

Additional activities through the CARES Act shall be completed by March 31, 2021.

2. Paragraph 6 of the Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$9,000.00 of Community Development Block Grant funds.

Additional activities through the CARES Act shall not exceed \$20,000.

3. Exhibit B of the Agreement is hereby amended by striking that Exhibit in its entirety and substituting in lieu thereof the attached Exhibit B-1.
4. The City and Agency hereby 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 otherwise expressly amended in this First Amendment to Agreement for Professional Services.

IN WITNESS WHEREOF, City and Agency have executed this First Amendment to Agreement for Professional Services at Cedar Falls, Iowa, effective as of the date first stated above.

**AGENCY:**

**CITY:**

NORTHEAST IOWA FOOD BANK

CITY OF CEDAR FALLS, IOWA

BY: *Barbara Platter*

BY: \_\_\_\_\_

ATTEST: *[Signature]*

ATTEST: \_\_\_\_\_

DATE: 7-20-2020

DATE: \_\_\_\_\_

1. The first part of the document is a letter from the author to the editor, dated 10/10/1998. The letter is addressed to the editor of the journal and discusses the author's interest in publishing a paper on the topic of the effects of the environment on human health. The author mentions that they have conducted a preliminary study and are seeking feedback from the editor and other experts in the field.

2. The second part of the document is a letter from the editor to the author, dated 11/10/1998. The editor responds to the author's letter and expresses interest in the topic. The editor suggests that the author should provide more detailed information about the methodology and results of their study. The editor also mentions that they will be reviewing the author's paper and will provide a decision on whether to accept it for publication.

3. The third part of the document is a letter from the author to the editor, dated 12/10/1998. The author responds to the editor's letter and provides the requested information. The author explains that they have conducted a series of experiments and have collected data that shows a clear correlation between environmental factors and human health. The author also mentions that they have consulted with other experts in the field and have received their support for the study.

4. The fourth part of the document is a letter from the editor to the author, dated 1/11/1999. The editor informs the author that their paper has been accepted for publication. The editor mentions that the paper will be published in the next issue of the journal and that they will be providing the author with a proof of the paper. The editor also expresses their appreciation for the author's contribution to the field.

5. The fifth part of the document is a letter from the author to the editor, dated 2/11/1999. The author thanks the editor for accepting their paper for publication. The author mentions that they are looking forward to seeing their paper in the journal and that they will be providing the editor with a final version of the paper. The author also expresses their appreciation for the editor's helpful feedback and support throughout the process.

6. The sixth part of the document is a letter from the editor to the author, dated 3/11/1999. The editor informs the author that their paper has been published in the journal. The editor mentions that the paper has received a positive response from the readers and that they are pleased to have published the author's work. The editor also expresses their appreciation for the author's contribution to the field.

7. The seventh part of the document is a letter from the author to the editor, dated 4/11/1999. The author thanks the editor for publishing their paper. The author mentions that they are pleased with the response to their paper and that they will be continuing their research in the field. The author also expresses their appreciation for the editor's support and feedback throughout the process.

Exhibit B-1

**Cedar Falls = 8.65% of HH served in Qtr 1 of CY20      COVID - Pantry    CDBG**

**Income**

Contributions	15,000.00	
Foundations & Grants	25,000.00	
Government	40,000.00	20,000.00
<b>Program Total</b>	<b>\$ 80,000</b>	<b>\$ 20,000</b>

**Expenses      COVID - Pantry**

Wage & Benefits	18,000.00	
Marketing	500.00	
Postage	500.00	
Supplies	12,000.00	
Goods Purchased - Food Bank	40,000.00	20,000.00
Freight & Transportation	9,000.00	
<b>Program Total</b>	<b>\$ 80,000</b>	<b>\$ 20,000</b>





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM Administration Division

**TO:** Mayor Green and City Council

**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development

**DATE:** July 28, 2020

**SUBJECT:** Community Development Block Grant & HOME Programs  
 Grant Administration and Technical Services  
 Federal Fiscal Year 2020 (City FY2021)  
 Project Number BL-000-CD

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. In Federal Fiscal Year 2020, funding for these programs is \$273,111 for CDBG and \$144,344 for HOME. The City contracted with INRCOG to help with administration and technical services related to projects eligible for CDBG and HOME funds since February 2018. INRCOG's support helps the City maintain these programs, without adding staff.

The City recently adopted the Federal Fiscal Year 2020 Annual Action Plan to include the following activities:

<b>CDBG Activities FFY20</b>	<b>Amount</b>	<b>Percentage</b>
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$11,000	4%
Prevent Homelessness Through Agency and Organizational Support (Service Agencies)	\$40,966	15%
Neighborhood Recreational Amenities (i.e. Parks, Playgrounds, Trees)	\$166,523*	61%
CDBG Planning and Administration	\$54,622	20%
<b>FFY20 Total</b>	<b>\$273,111</b>	<b>100%</b>
Neighborhood Accessibility Improvements (i.e. Sidewalks, Trail, Curb Cuts)	\$53,455	Carry over from FFY19 funds

INRCOG's proposed services include CDBG general administration (preparing plans, reports, and monitoring service agencies), technical support for housing rehabilitation projects, Neighborhood Recreation Projects or Sidewalk Replacement Project support for construction management and Davis-Bacon compliance and HOME technical

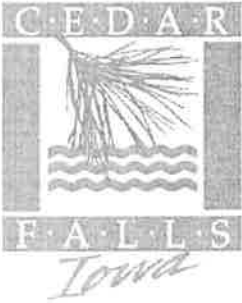
support for housing rehabilitation projects. The total cost for administrative services is \$31,500. Housing rehabilitation support will be \$5,500 per unit (which includes programs in both CDBG and HOME).

Staff recommends continuing services with INRCOG in FFY20 (City FY21). Attached is the proposed agreement with all required attachments.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

Please contact me with any questions. Thank you.

Xc: Karen Howard, Planning & Community Services Manager


**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 www.cedarfalls.com

**Planning &  
 Community Services**  
 Ph: 319-273-8600  
 Fax: 319-273-8610

**Inspection Services**  
 Ph: 319-268-5161  
 Fax: 319-268-5197

**Recreation &  
 Community Programs**  
 110 E. 13<sup>th</sup> Street  
 Ph: 319-273-8636  
 Fax: 319-273-8656

**Visitors &  
 Tourism/Cultural  
 Programs**  
 6510 Hudson Road  
 Ph: 319-268-4266  
 Fax: 319-277-9707

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**PROFESSIONAL SERVICE AGREEMENT**


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**CDBG Entitlement Funding Federal Fiscal Year 2020 (City FY2021):  
 Grant Administration and Technical Services for Housing and  
 Community Development Projects; HOME Program: Technical  
 Services for Housing Projects in Cedar Falls, Iowa  
 City Project Number BL-000-CD**

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**This Agreement** is made and entered by and between the Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, Iowa 50703, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

**II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.

- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional grant administrative standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.
- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of

probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.



CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

**V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of three pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

Payment shall be due within 30 days of receipt of a monthly bill for actual work performed. Billing shall be based on the hourly rate of the staff person(s) performing the Services, which rate is comprised of the cost of salary and fringe benefits, plus allocated administrative expenses, all of which is subject to adjustment from time to time during the term of this Agreement. In addition, actual out of pocket expenses incurred in the administration of this Agreement shall be reimbursed. Total payment shall not exceed amounts identified as administrative/project delivery costs in the project budget of the grant program, identified in Attachment A. Total Payment shall not exceed \$31,500 and \$5,500 per unit for Housing Rehabilitation Program Technical Services for both CDBG and HOME funds.

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TIME OF PERFORMANCE**

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30<sup>th</sup>, 2021. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

- (a) Bid documents, specifications, final project specific calculations, plans, reports, and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the benefiting the CDBG Entitlement Program. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be

construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the original documents and the electronic files, the original documents will govern.

#### **IX. MEANS AND METHODS**

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

#### **X. INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

**XI. PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

**XII. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting

the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

### **XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.



- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

By: \_\_\_\_\_  
Printed Name: Robert M. Green  
Title: Mayor of Cedar Falls

Date: \_\_\_\_\_

**APPROVED FOR CONSULTANT**

By:  \_\_\_\_\_  
Printed Name: Kevin Blanshan  
Title: INRCOG Executive Director

Date: 7-28-2020

## Exhibit A

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**CDBG Entitlement Funding Federal Fiscal Year 2020 (City FY2021):  
Grant Administration and Technical Services for Housing and Community  
Development Projects; HOME Program: Technical Services for Housing  
Projects in Cedar Falls, Iowa  
City Project Number BL-000-CD**

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**SCOPE OF WORK  
CDBG GRANT ADMINISTRATION AND TECHNICAL SERVICES FOR HOUSING  
PROJECTS  
CITY OF CEDAR FALLS, IOWA**

### **Overview**

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to continue administering the City of Cedar Falls' (City) Housing Rehabilitation, Housing Repair, Labor Compliance, and Agency Grant programs, all of which are funded through the City's Community Development Block Grant (CDBG) Entitlement allocation.

### **Qualifications**

#### Housing Rehabilitation and CDBG Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation

Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority's (IEDA) Housing Rehabilitation and Iowa Finance Authority's (IFA) Local Housing Trust Fund programs. IEDA's program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we performs all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

**Primary INRCOG Staff Members**

The primary contacts for this proposal and program are

- o Brian Schoon, Director of Development ([bschoon@inrcog.org](mailto:bschoon@inrcog.org));
- o Cindy Knox, Housing Planner II ([cknox@inrcog.org](mailto:cknox@inrcog.org));
- o Rose Phillips, Housing Planner II ([rphillips@inrcog.org](mailto:rphillips@inrcog.org)).

**Brian Schoon** has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree

in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

**Cindy Knox** has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

**Rose Phillips** has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

**Richard Dewater (INRCOG Subcontractor)** will serve as an independent contract employee of INRCOG, as he has for over two dozen of our rehabilitation projects. His expenses, which are flat-fee, are included in the Technical Services budget of this proposal. He will perform all initial rehabilitation and lead-based paint inspections, as well as draft bid specifications which outlines work to be completed on each selected unit. Dewater will perform all inspections of work by contractor(s), mediate disputes, and make himself available for meetings and technical assistance.

**Description of Technical Services, Grant Administration, and Organizational Capacity**

INRCOG, through its existing staff, will administer the City's Fiscal Year 2021 Housing Rehabilitation and Housing Projects.

Repair Programs and the Agency Grant program, as funded by the US Department of Housing and Urban Development (HUD). As part of a subsequent contract, INRCOG will complete rehabilitation projects and repair homes in the same manner that INRCOG currently provides to non-entitlement CDBG communities, and will assist with providing agency grants, all under the supervision of City staff. Included in each housing rehabilitation project, INRCOG will provide general and technical administrative services, which includes income verifications, construction management, vendor procurements, lead tests, and oversight of radon testing, as is necessary. INRCOG will propose per unit expenses for each home, including staff time and benefits, travel time and expenses, recording, mailing, and other ancillary expenses associated with the program.

INRCOG will be responsible for providing all inspections and for preparing initial project descriptions as may be associated with the programs addressed under this proposal. INRCOG will prepare procurement and contract documents as is necessary for each



rehabilitation and/or repair project. We will then manage each home project including preparation of a prioritized list of projects, contracts, and implementation of each contract. INRCOG will present any necessary approvals or reports to the City's staff. Further, as HUD's subrecipient, the City will be responsible for obtaining HUD reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HUD or CDBG reports, as requested.

### **Budget**

The Professional Services Agreement, Section VI provides the total payment to INRCOG of \$31,500 for the administrative services outlined below. Technical Services for Housing Rehabilitation Programs listed below will be contracted on a per project basis (there could be more than one in the contract period).

- **General Administration-Environmental Review and Release of Funds**
- **Single-Unit Owner-Occupied Housing Rehabilitation Program**
  - (Includes all Tech Services, Construction, and Program expenses.
    - *Technical Services Expense: \$5,500/Unit*
- **Agency Awards Program (to City-Determined Agencies)**
  - Approximately Six (6) Agencies. Includes all Administration Procurement, Monitoring, and Award expenses.
- **Neighborhood Recreation Projects and Neighborhood Accessibility Improvements**
  - Construction Management and Davis-Bacon Compliance
- **Plan and Report Development**
  - Annual Action Plan, CAPER, and Reports (i.e. Section 3, MBE/DBE, SF 425)
- **HOME: Single-Unit Owner-Occupied Housing Rehabilitation Program**
  - (Includes all Tech Services, Construction, and Program expenses.
  - *Technical Services Expense: \$5,500/Unit*

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

### **Project Review**

At least annually, but not later than May 1<sup>st</sup>, 2021 during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future year(s) may also be discussed at that time.

## Exhibit B

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**CDBG Entitlement Funding: Grant Administration and Technical Services for  
Housing and Community Development Projects; HOME Program: Technical  
Services for Housing Projects in Cedar Falls, Iowa  
City Project Number **BL-000-CD****

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Original 12/13/11  
Revision 01/31/2017

### **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
  - This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
  - Governmental Immunity endorsement identical or equivalent to form attached.
  - Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

**Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

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

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

**Standard Workers Compensation**

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

**Umbrella:** \$3,000,000  
 The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000



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

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

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

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

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

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

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



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location(s) Of Covered Operations</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location And Description Of Completed Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



## Exhibit C

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**CDBG Entitlement Funding: Grant Administration and Technical Services for Housing and Community Development Projects; HOME Program: Technical Services for Housing Projects in Cedar Falls, Iowa**  
**City Project Number BL-000-CD**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment B, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

## **ATTACHMENT D: REQUIRED FEDERAL CONTRACT LANGUAGE**

All project contracts shall contain at a minimum the following provisions, as appropriate.

### **ALL CONTRACTS**

#### **1. Access and Maintenance of Records**

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

#### **2. Civil Rights**

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### **4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### **5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.

## Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

### 6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

#### **ALL CONTRACTS IN EXCESS OF \$10,000**

##### **Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will



take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ALL CONTRACTS IN EXCESS OF \$100,000**

### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

## **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



# CERTIFICATE OF LIABILITY INSURANCE

DATE: 6/2/15 Item 15.

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).

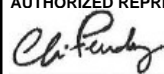
<b>PRODUCER</b> PDCM Insurance P.O. Box 2597 Waterloo IA 50704	<b>CONTACT NAME:</b> Janet Dufel, CPCU, CIC, CRM, CPIW <b>PHONE (A/C, No, Ext):</b> 319-234-8888 <b>E-MAIL ADDRESS:</b> jdufel@pdc.com	<b>FAX (A/C, No):</b> 319-234-7702
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Iowa Northland Regional Council of Governments 229 E. Park Avenue Waterloo IA 50703	<b>INSURER A:</b> Philadelphia Ins. Companies	
	<b>INSURER B:</b> IMWCA	
	<b>INSURER C:</b> * XL Insurance	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 780073280 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2145062	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK2145062	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB726394	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
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/A	0640	7/1/2020	7/1/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A C	Professional Liability Public Officials E&O/EPL			PHPK2145062 POL0950362	7/1/2020 7/1/2020	7/1/2021 7/1/2021	Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 3000000/3000000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	<b>CANCELLATION</b>  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 
---	---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Effective Date:** 01/29/2018

**Name of Person or Organization (Additional Insured):**

City of Cedar Falls  
220 Clay St  
Cedar Falls, IA 50613

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Cedar Falls	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Cedar Falls	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF GOVERNMENTAL IMMUNITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

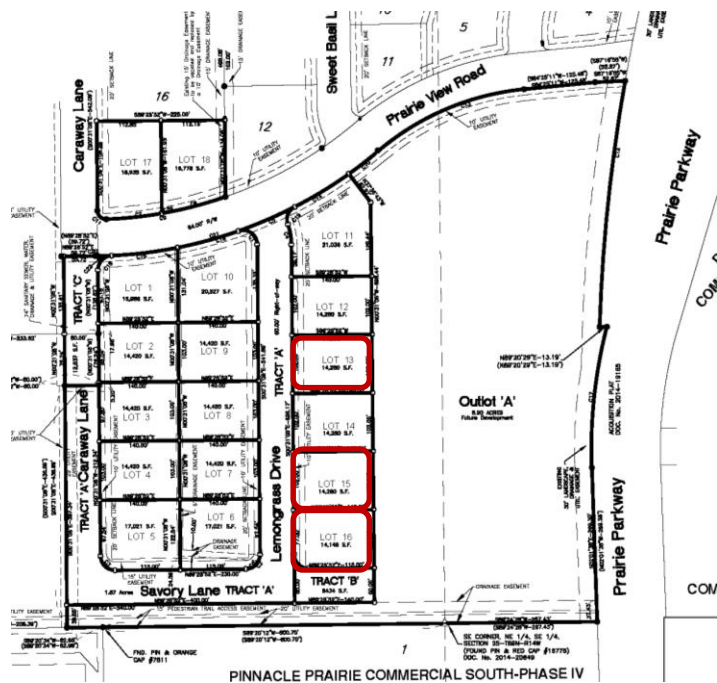
**INTEROFFICE MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green & City Council  
**FROM:** Stephanie Houk Sheetz, Director of Community Development  
**DATE:** July 27, 2020  
**SUBJECT:** Western Home Communities 9<sup>th</sup> Addition – Early Occupancy Request  
 5416 Lemongrass Dr. (Lot 13), 5504-5506 Lemongrass Dr. (Lot 15),  
 5514-5516 Lemongrass Dr. (Lot 16)

In August 2019, City Council approved the final plat for Western Home Communities Ninth Addition. Construction plans were approved by the Engineering Division in June 2020. Weather conditions in the fall and spring have made it challenging to complete the road and infrastructure as timely as originally desired. The roads within this subdivision: Caraway Ln, Savory Ln, and Lemongrass Dr., were paved July 23, 2020. Remaining work for infrastructure includes intersections and tie ins to existing pavement, manhole box outs, sidewalks, and gas main. Occupancy for six residential units is requested for August and mid-September, as listed above. This is permitted by the Subdivision Code, Section 24-54(e) and has occasionally been considered in other subdivisions.

Upon completion of the infrastructure listed, the City would work with the Developer to develop a punch list to move toward final acceptance in September.

Staff recommends approval of the request, finding that an adequate level of improvements is complete. The homes would be accessible if an emergency situation were to arise. The Developer will need to complete paved driveways and have all SWPPP controls in place & maintained for the lots.





# WesternHome communities

July 28, 2020

Western Home Communities  
5307 Caraway Lane  
Cedar Falls, IA 50613

Attn: Stephanie Sheetz  
City of Cedar Falls – Community Development  
220 Clay Street  
Cedar Falls, IA 50613

Dear Ms. Sheetz and City Council members,

Western Home Communities respectfully requests early occupancy approval on six addresses located on Lemongrass Drive. The future occupants of these six have sold their homes and must vacate their current homes. Due to weather conditions last fall and this spring, we were not able to meet the timeline required to ensure that all work was completed for the needed move in dates.

The addresses and requested move-in dates are as follows:

5516 Lemongrass Drive - August 7, 2020  
5514 Lemongrass Drive - August 7, 2020  
5506 Lemongrass Drive - August 7, 2020  
5504 Lemongrass Drive - August 11, 2020  
5406 Lemongrass Drive - August 27, 2020  
5416 Lemongrass Drive - September 15, 2020

Please contact Mike Camarata, System Facility Services Officer, with questions and/or your response at 319-493-0523 or [mike.camarata@westernhome.org](mailto:mike.camarata@westernhome.org). Thank you for your consideration on this matter.

Kris Hansen, CEO  
Western Home Communities


**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 Robert M. Green and City Council  
**FROM:** Benjamin Claypool, Civil Engineer II, PhD, EI  
**DATE:** July 29<sup>th</sup>, 2020  
**SUBJECT:** Maintenance and Repair Agreement  
 Post-Construction Stormwater Management Plan  
 Immanuel Evangelical Lutheran Congregation – 4820 Oster Parkway

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 Immanuel Evangelical Lutheran Congregation located at 4820 Oster Parkway and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works  
 David Wicke, PE, City Engineer

Prepared by: \_\_\_\_\_

### STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Immanuel Evangelical Lutheran, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 15 day of July, 2020.

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.





EXHIBIT A

I&S Group Inc.  
508 East Locust Street, Des Moines, Iowa 50309

Phone: (VOICE) 515-243-9143

CERTIFICATE OF SURVEY

I, Tom W. G. Edgerton, a licensed land surveyor in the State of Iowa, Des Moines, Iowa, hereby certify that I have made a survey of the property with the following description:

LEGAL DESCRIPTION:

Lot 1 in Southern Pines First Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Tract C in Southern Pines Second Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Parcel "L" of Plat of Survey File #2019-00003835 of part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa.

The foregoing described real estate is to be hereafter known and designated as "IMMANUEL EVANGELICAL LUTHERAN CHURCH ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA."

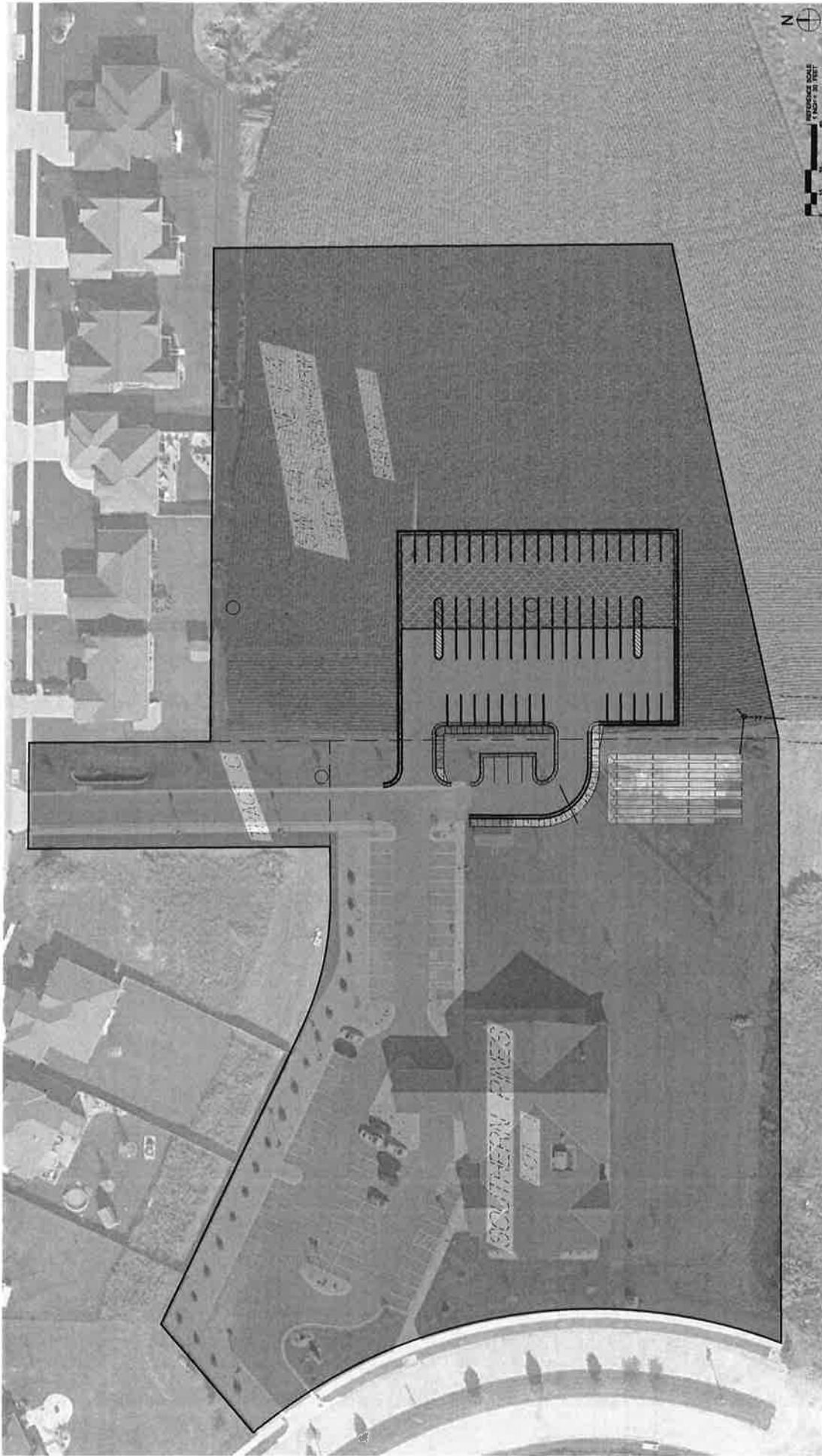
I further certify that the accompanying plat is a true representation thereof in accordance with my field notes of said survey, has been prepared in accordance with the laws of the State of Iowa relating thereto, and the figures in said plat representing distances are in feet and decimals of feet; and that said survey and plat contain and shown any and all surplus and any and all deficiencies from former surveys of record and that iron stakes are set at all lot corners by one year from this date.

Dated this 12<sup>th</sup> day of November, 2019



Tom W.G. Edgerton  
P.L.S. No. 14199  
State of Iowa





ARCHITECTURE + ENGINEERING + ENVIRONMENTAL + PLANNING [www.is-grp.com](http://www.is-grp.com)

### Immanuel Lutheran Church

Cedar Falls, Iowa

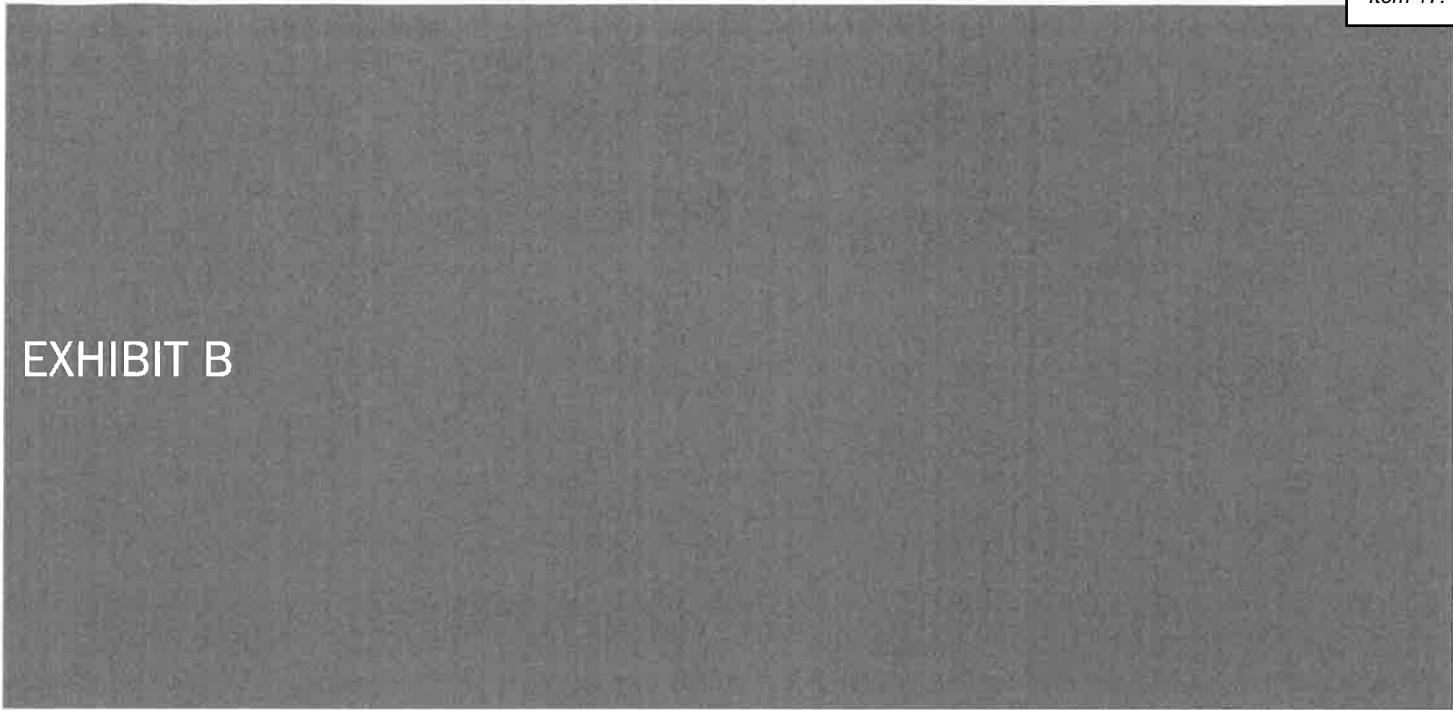
May 30, 2019

ISG Project No. 19-22710



Item 17.

# EXHIBIT B





THIS DOCUMENT IS THE PROPERTY OF I.S. GROUP, INC. AND MAY NOT BE USED, COPIED OR REPRODUCED WITHOUT PRIOR WRITTEN CONSENT.

**IMMANUEL LUTHERAN CHURCH PARKING LOT EXPANSION**

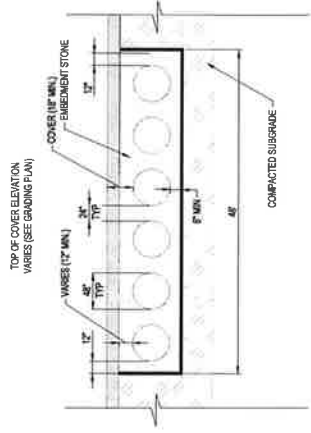
CEEDAR FALLS, IOWA

DATE	REVISION	SCHEDULE	DESCRIPTION

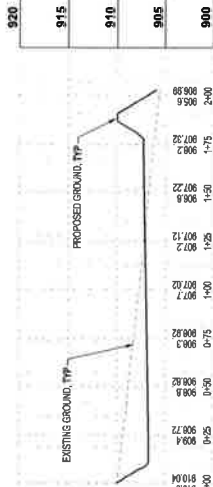
PROJECT NO. 19-22710  
 FILE NAME 2/27/19 PRO SITE  
 DRAWN BY JJK  
 CHECKED BY JJK  
 DESIGNED BY JJK  
 ORIGINAL ISSUE DATE 11-2-18  
 CLIENT PROJECT NO. 19-22710

**UNDERGROUND DETENTION FACILITY**

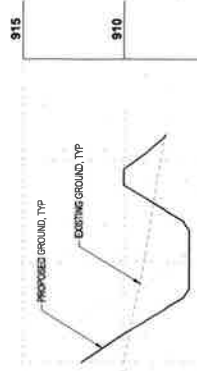
**C3-21**



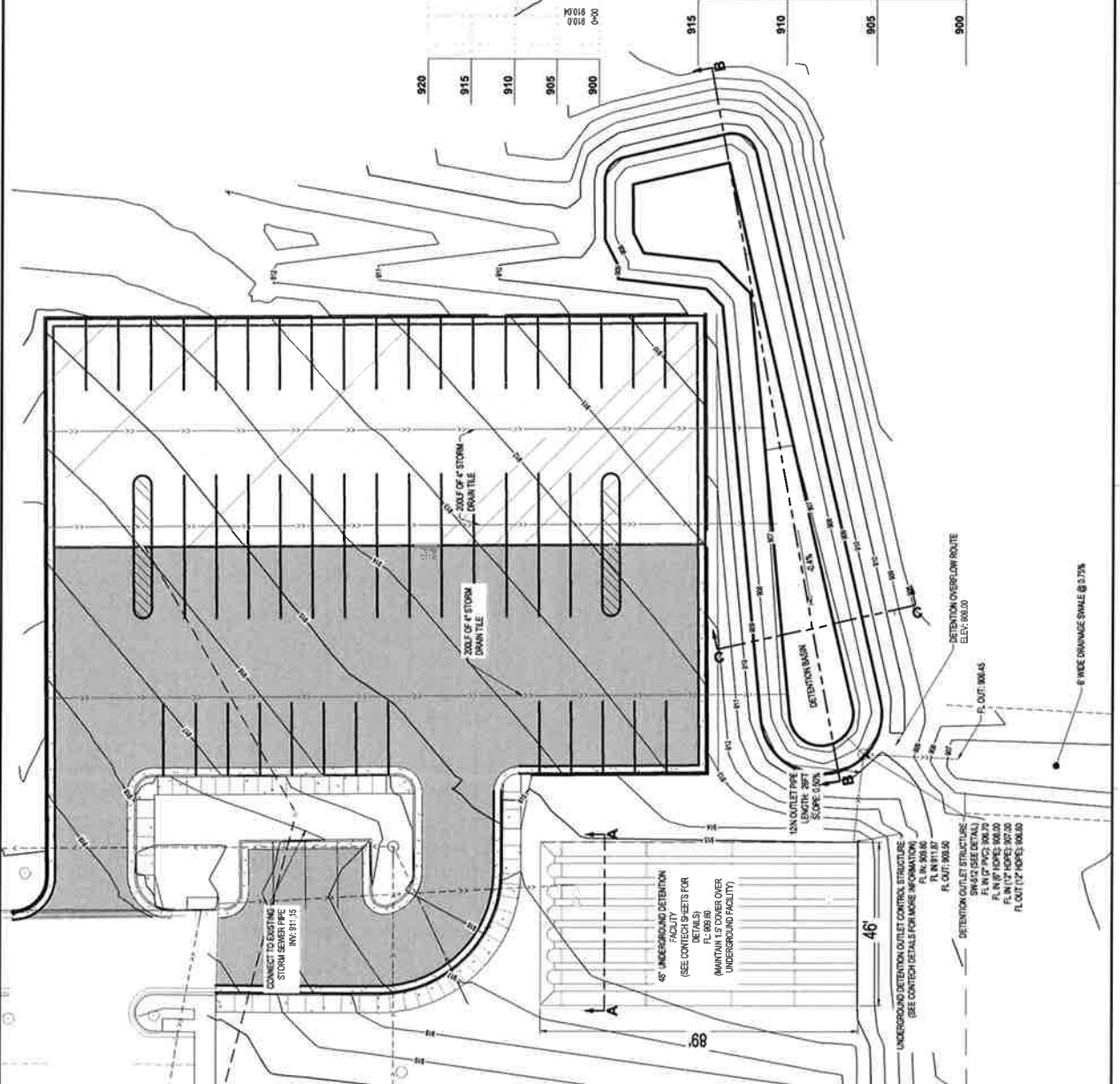
**TYPICAL SECTION VIEW 'A' - 'A'**  
N.T.S.



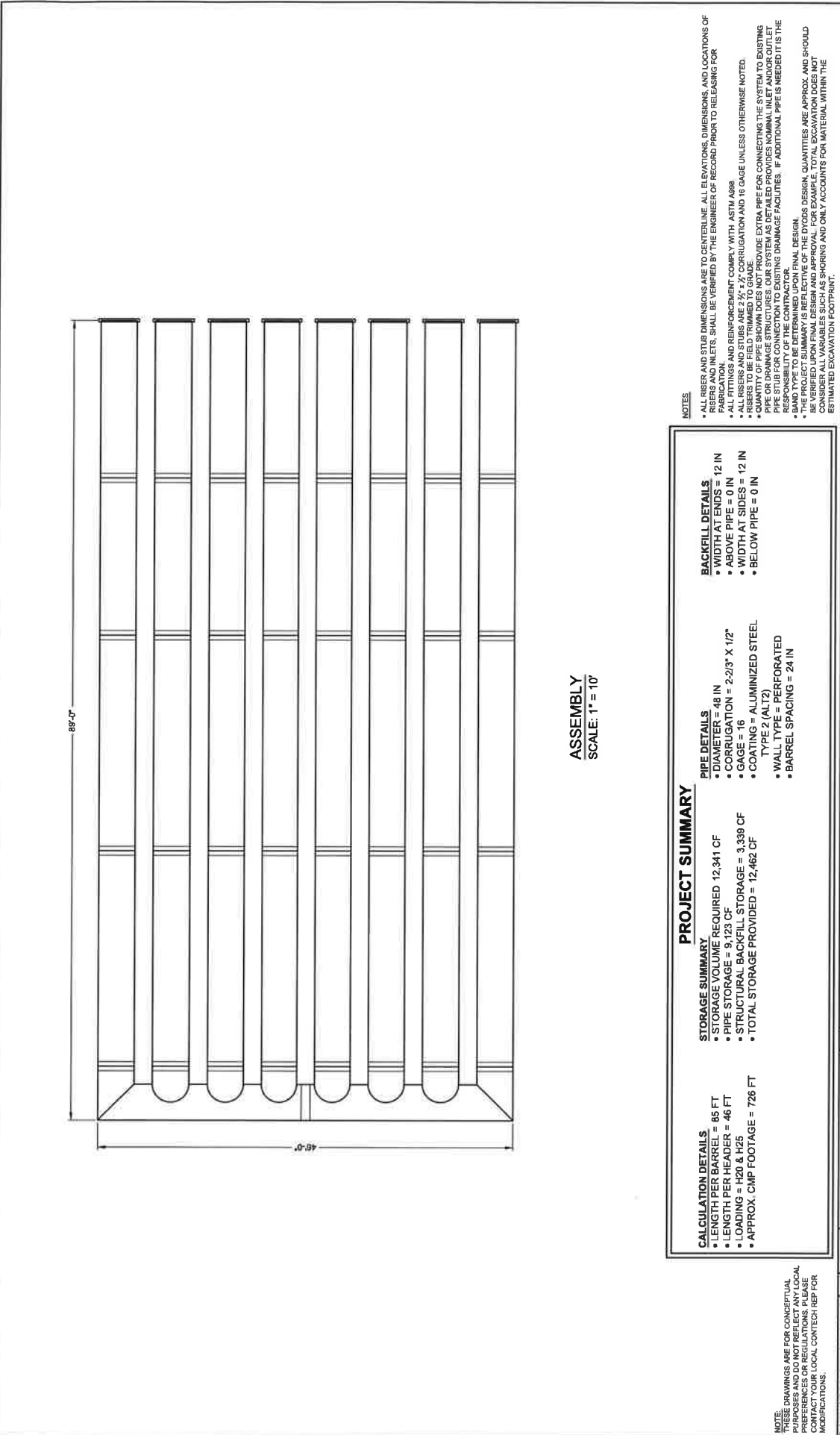
**TYPICAL SECTION VIEW 'B' - 'B'**  
N.T.S.



**TYPICAL SECTION VIEW 'C' - 'C'**  
N.T.S.







ASSEMBLY  
SCALE: 1" = 10'

**PROJECT SUMMARY**

- |  |   |  |
|--|---|--|
| <p><b>STORAGE SUMMARY</b></p> <ul style="list-style-type: none"> <li>• STORAGE VOLUME REQUIRED = 12,341 CF</li> <li>• PIPE STORAGE = 9,123 CF</li> <li>• STRUCTURAL BACKFILL STORAGE = 3,339 CF</li> <li>• TOTAL STORAGE PROVIDED = 12,462 CF</li> </ul> | <p><b>PIPE DETAILS</b></p> <ul style="list-style-type: none"> <li>• DIAMETER = 48 IN</li> <li>• CORRUGATION = 2-2/3" X 1/2"</li> <li>• GAGE = 16</li> <li>• COATING = ALUMINIZED STEEL TYPE 2 (ALT2)</li> <li>• WALL TYPE = PERFORATED</li> <li>• BARREL SPACING = 24 IN</li> </ul> | <p><b>BACKFILL DETAILS</b></p> <ul style="list-style-type: none"> <li>• WIDTH AT ENDS = 12 IN</li> <li>• ABOVE PIPE = 0 IN</li> <li>• WIDTH AT SIDES = 12 IN</li> <li>• BELOW PIPE = 0 IN</li> </ul> |
|--|---|--|

**CALCULATION DETAILS**

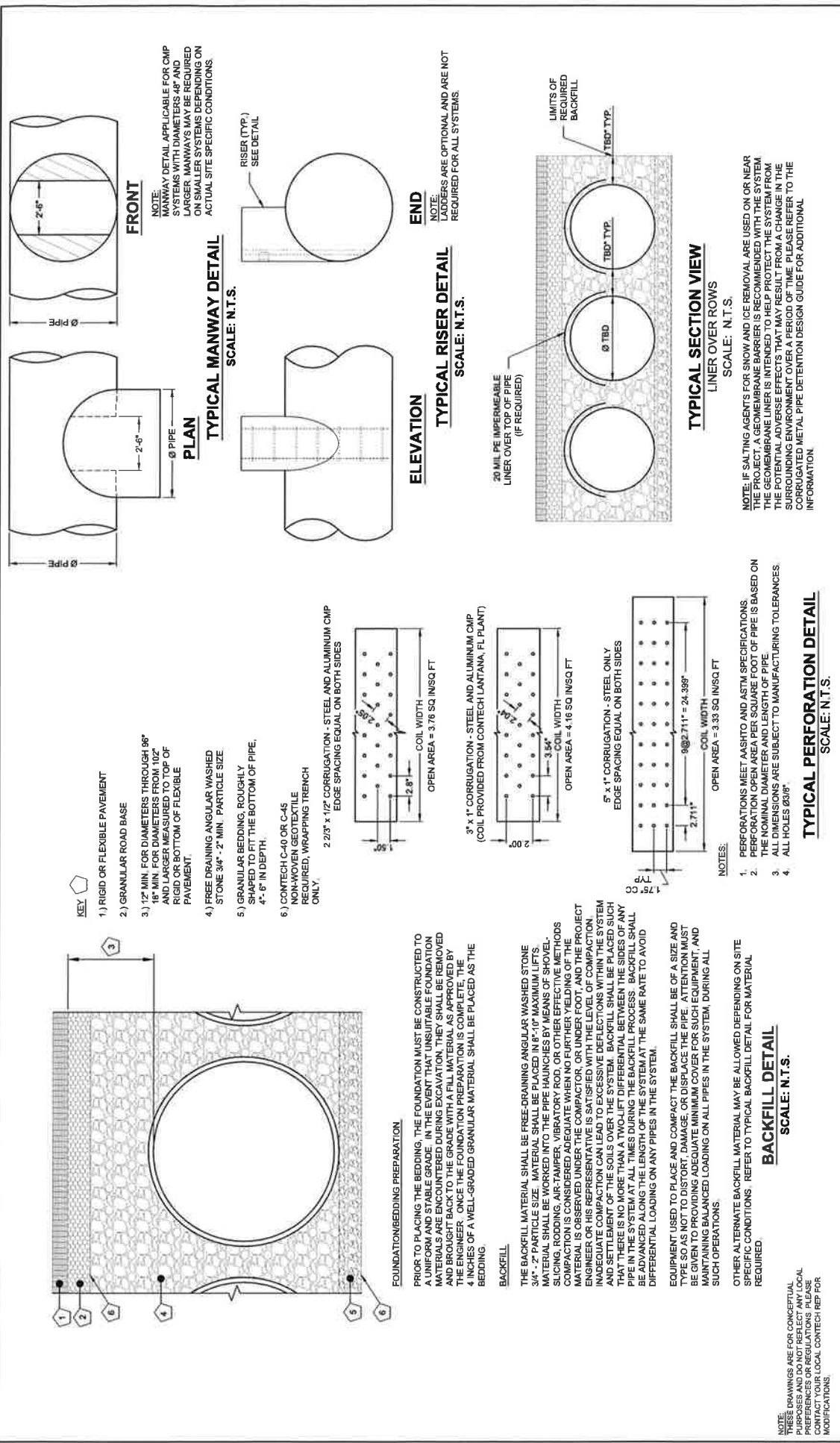
- LENGTH PER BARREL = 85 FT
- LENGTH PER HEADER = 46 FT
- LOADING = H20 & H25
- APPROX. CMP FOOTAGE = 726 FT

**NOTES**

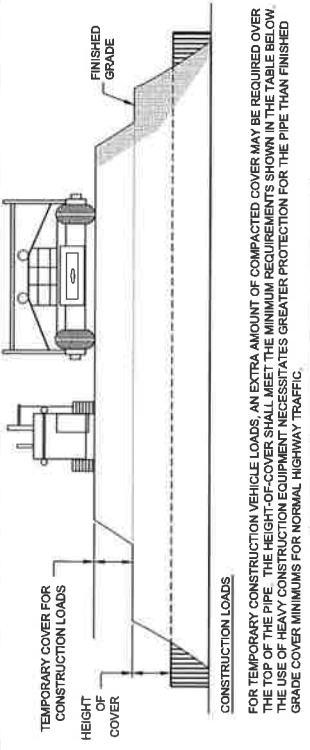
- ALL RISER AND STUB DIMENSIONS ARE TO CENTERLINE. ALL ELEVATIONS, DIMENSIONS, AND LOCATIONS OF RISERS AND INLETS, SHALL BE VERIFIED BY THE ENGINEER OF RECORD PRIOR TO RELEASING FOR FABRICATION, AND REINFORCEMENT COMPLY WITH ASTM A898.
- ALL RISERS AND STUBS ARE 2" x 2" CORRUGATION AND 16 GAGE UNLESS OTHERWISE NOTED.
- QUANTITY OF PIPE SHOWN DOES NOT PROVIDE EXTRA PIPE FOR CONNECTING THE SYSTEM TO EXISTING STRUCTURE. AS NECESSARY, THE CONTRACTOR SHALL PROVIDE NOMINAL INLET AND/OR OUTLET PIPE STUB FOR CONNECTION TO EXISTING STRUCTURE FACILITIES. IF ADDITIONAL PIPE IS NEEDED IT IS THE RESPONSIBILITY OF THE CONTRACTOR.
- BAND TYPE TO BE DETERMINED UPON FINAL DESIGN.
- ALL DIMENSIONS ARE APPROX. AND SHOULD BE VERIFIED UPON FINAL DESIGN AND CONSTRUCTION. CONSIDER ALL VARIABLES SUCH AS SHORING AND ONLY ACCOUNTS FOR MATERIAL WITHIN THE ESTIMATED EXCAVATION FOOTPRINT.

<p><b>CONTECH</b> ENGINEERED SOLUTIONS LLC www.contech-es.com</p> <p>9025 Centre Pointe Dr., Suite 400, West Chester, OH 45688 800-338-1122 513-646-7000 513-645-7983 FAX</p>		<p><b>CONTECH</b> CMP DETENTION SYSTEMS CONTECH DYODS DRAWING</p>		<p>PROJECT No. 10646-3 DATE 5/28/2019</p> <p>DESIGNED BY 0 DRAWN BY DYODS CHECKED BY DYODS APPROVED BY</p> <p>SHEET NO. D1</p>
<p><b>CONTECH</b> ENGINEERED SOLUTIONS LLC www.contech-es.com</p> <p>9025 Centre Pointe Dr., Suite 400, West Chester, OH 45688 800-338-1122 513-646-7000 513-645-7983 FAX</p>		<p>DYODS - 10646-3-0 PROJECT NAME: I&amp;S Project Cedar Falls, IA DESCRIPTION: 48" DIAMETER OPTION</p>		
MARK	DATE	REVISION DESCRIPTION	BY	

NOTE: THESE DRAWINGS ARE FOR CONCEPTUAL PURPOSES AND DO NOT REFLECT ANY LOCAL ORDINANCES OR REGULATIONS. PLEASE CONSULT WITH LOCAL AGENCIES FOR ANY MODIFICATIONS.



<p><b>CONTECH</b> ENGINEERED SOLUTIONS LLC www.conteches.com 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45389 600-338-1122 513-645-7600 513-645-7663 FAX</p>		<p><b>CONTECH</b> CMP DETENTION SYSTEMS CONTECH DYODS DESIGNING</p>		<p>PROJECT No. 10646-3 DESIGNED BY D CHECKED BY DATE 5/28/2019 DRAWING DYODS APPROVED SHEET NO. D2</p>
<p><b>CONTECH</b> ENGINEERED SOLUTIONS LLC www.conteches.com 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45389 600-338-1122 513-645-7600 513-645-7663 FAX</p>		<p>DYODS - 10646-3-0 PROJECT NAME: I&amp;S Project Cedar Falls, IA DESCRIPTION: 48" DIAMETER OPTION</p>		
MARK	DATE	REVISION DESCRIPTION	BY	



PIPE SPAN, INCHES	AXLE LOADS (kips)		
	18-50	50-75	75-110
12-42	2.0	2.5	3.0
	3.0	3.0	3.5
	4.0	4.0	4.0
78-120	3.0	3.5	4.0
	4.0	4.0	4.5
126-144	3.5	4.0	4.5

\*MINIMUM COVER MAY VARY, DEPENDING ON LOCAL CONDITIONS. THE CONTRACTOR MUST PROVIDE THE ADDITIONAL COVER REQUIRED TO AVOID DAMAGE TO THE PIPE. MINIMUM COVER IS MEASURED FROM THE TOP OF THE PIPE TO THE TOP OF THE MAINTAINED CONSTRUCTION ROADWAY SURFACE.

**CONSTRUCTION LOADING DIAGRAM**  
SCALE: N.T.S.

**SPECIFICATION FOR DESIGNED DETENTION SYSTEM:**

THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE TO THE APPLICABLE REQUIREMENTS LISTED BELOW:

ALUMINIZED TYPE 2: AASHTO M-36 OR ASTM A-760  
GALVANIZED: AASHTO M-245 OR ASTM A-762  
POLYMER COATED: AASHTO M-245 OR ASTM A-762  
ALUMINUM: AASHTO M-196 OR ASTM B-745

HANDLING AND ASSEMBLY SHALL BE IN ACCORDANCE WITH NCSPE'S (NATIONAL CORRUGATED STEEL PIPE ASSOCIATION) FOR ALUMINIZED TYPE 2, GALVANIZED OR POLYMER COATED PIPE. REFER TO THE MANUFACTURER'S RECOMMENDATIONS FOR ALUMINUM PIPE.

INSTALLATION SHALL BE IN ACCORDANCE WITH AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, SECTION 26, DIVISION II OR ASTM A-798 (FOR ALUMINIZED TYPE 2, GALVANIZED OR POLYMER COATED STEEL) OR ASTM B-788 (FOR ALUMINUM PIPE) AND IN CONFORMANCE WITH THE PROJECT CONTRACT SPECIFICATIONS, IF THERE ARE ANY INCONSISTENCIES OR CONFLICTS THE CONTRACTOR SHOULD DISCUSS AND RESOLVE WITH THE SITE ENGINEER.

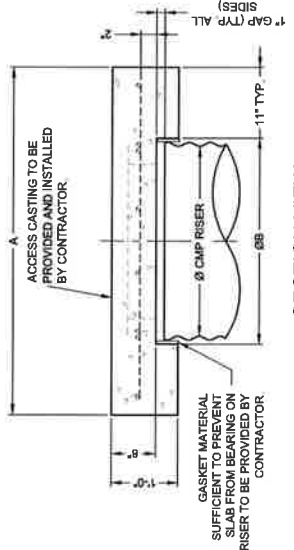
IT IS ALWAYS THE RESPONSIBILITY OF THE CONTRACTOR TO FOLLOW OSHA GUIDELINES FOR SAFE PRACTICES.

NOTE: THESE DRAWINGS ARE FOR CONCEPTUAL PURPOSES AND DO NOT REFLECT ANY LOCAL REGULATIONS OR LEASE CONTRACTS OR LOCAL GOVERNMENT MODIFICATIONS.

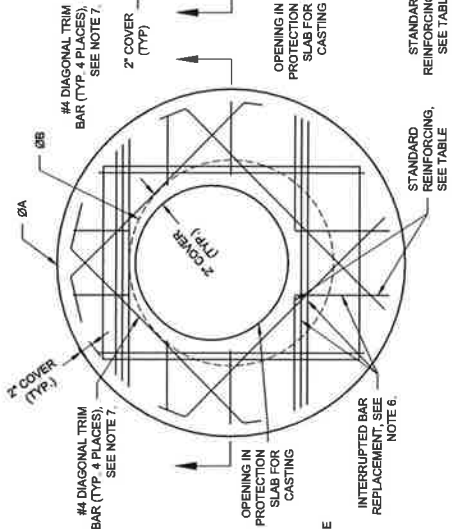
**REINFORCING TABLE**

Ø CMP RISER	A	Ø B	REINFORCING	**BEARING PRESSURE (PSF)
24"	Ø 4' 4'x4'	26"	#5 @ 12" OCEW #5 @ 12" OCEW	2,410 1,780
30"	Ø 4.5' 4.5' x 4.5'	32"	#5 @ 12" OCEW #5 @ 12" OCEW	2,120 1,500
36"	Ø 5' 5' x 5'	38"	#5 @ 10" OCEW #5 @ 10" OCEW	1,890 1,350
42"	Ø 5.5' 5.5' x 5.5'	44"	#5 @ 10" OCEW #5 @ 9" OCEW	1,720 1,210
48"	Ø 6' 6' x 6'	50"	#5 @ 9" OCEW #5 @ 8" OCEW	1,600 1,100

\*\* ASSUMED SOIL BEARING CAPACITY

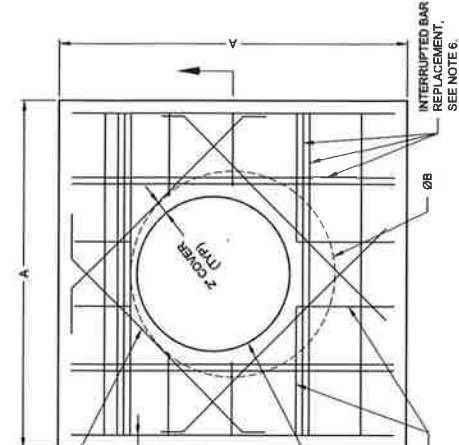


**SECTION VIEW**



**ROUND OPTION PLAN VIEW**

- NOTES:
- DESIGN IN ACCORDANCE WITH AASHTO, 17th EDITION.
  - DESIGN LOAD HS25.
  - EARTH COVER = 1' MAX.
  - CONCRETE STRENGTH = 3,500 psi
  - REINFORCING STEEL = ASTM A615, GRADE 60.
  - PROVIDE ADDITIONAL REINFORCING AROUND OPENINGS EQUAL TO THE BARS INTERRUPTED, HALF EACH SIDE. ADDITIONAL BARS TO BE IN THE SAME PLANE.



**SQUARE OPTION PLAN VIEW**

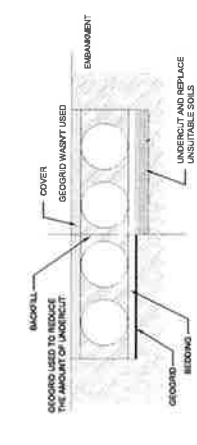
- NOTES:
- DESIGN IN ACCORDANCE WITH AASHTO, 17th EDITION.
  - DESIGN LOAD HS25.
  - EARTH COVER = 1' MAX.
  - CONCRETE STRENGTH = 3,500 psi
  - REINFORCING STEEL = ASTM A615, GRADE 60.
  - PROVIDE ADDITIONAL REINFORCING AROUND OPENINGS EQUAL TO THE BARS INTERRUPTED, HALF EACH SIDE. ADDITIONAL BARS TO BE IN THE SAME PLANE.
  - TRIM OPENING WITH DIAGONAL #4 BARS, EXTEND BARS A MINIMUM OF 12" BEYOND OPENING, BEND BARS AS REQUIRED TO MAINTAIN BAR COVER.
  - PROTECT SLAB AND ALL MATERIALS TO BE PROVIDED AND INSTALLED BY CONTRACTOR.
  - DETAIL DESIGN BY DELTA ENGINEERING, BINGHAMTON, NY.

**MANHOLE CAP DETAIL**  
SCALE: N.T.S.

 ENGINEERED SOLUTIONS LLC www.contechsystems.com 9025 Centre Points Dr., Suite 400, West Chester, OH 45389 800-338-1122 513-545-7000 513-545-7993 FAX		 CONTECH DYODS CMP DETENTION SYSTEMS DRAWING	
PROJECT NAME: 10646-3-0 PROJECT NAME: I&S Project Cedar Falls, IA DESCRIPTION: 48" DIAMETER OPTION		PROJECT NO. 10646-3-0 DATE 5/28/2019 DESIGNED BY 0 DRAWN BY CHECKED BY APPROVED BY SHEET NO. D3	
DATE	REVISION DESCRIPTION	BY	

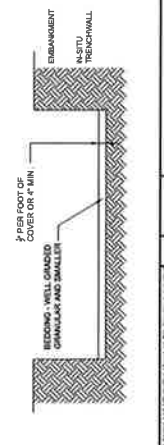
**CMP DETENTION INSTALLATION GUIDE**  
 PROPER INSTALLATION OF A FLEXIBLE UNDERGROUND DETENTION SYSTEM WILL ENSURE LONG-TERM PERFORMANCE. THE CONFIGURATION OF THESE SYSTEMS OFTEN REQUIRES SPECIAL CONSTRUCTION PRACTICES THAT DIFFER FROM CONVENTIONAL FLEXIBLE PIPE CONSTRUCTION. CONTECH ENGINEERED SOLUTIONS STRONGLY SUGGESTS SCHEDULING A PRE-CONSTRUCTION MEETING WITH YOUR LOCAL SALES ENGINEER TO DETERMINE IF ADDITIONAL MEASURES, NOT COVERED IN THIS GUIDE, ARE APPROPRIATE FOR YOUR SITE.

**FOUNDATION**  
 CONSTRUCT A FOUNDATION THAT CAN SUPPORT THE DESIGN LOADING APPLIED BY THE PIPE AND ADJACENT BACKFILL WEIGHT AS WELL AS MAINTAIN ITS INTEGRITY DURING CONSTRUCTION.  
 IF SOFT OR UNSUITABLE SOILS ARE ENCOUNTERED, REMOVE THE POOR SOILS DOWN TO A SUITABLE DEPTH AND THEN BUILD UP TO THE APPROPRIATE ELEVATION WITH A COMPETENT BACKFILL MATERIAL. THE STRUCTURAL FILL MATERIAL GRADATION SHOULD NOT ALLOW THE MIGRATION OF FINES, WHICH CAN CAUSE SETTLEMENT OF THE DETENTION SYSTEM OR PAVEMENT ABOVE. IF THE STRUCTURAL FILL MATERIAL IS NOT COMPATIBLE WITH THE UNDERLYING SOILS AN ENGINEERING FABRIC SHOULD BE USED AS A SEPARATOR. IN SOME CASES, USING A STIFF REINFORCING GEOTEXTILE REDUCES OVER EXCAVATION AND REPLACEMENT FILL QUANTITIES.

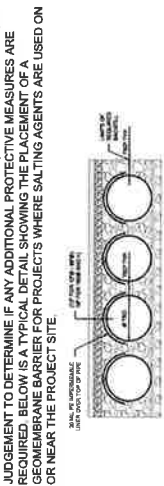


GRADE THE FOUNDATION SUBGRADE TO A UNIFORM OR SLIGHTLY SLOPING SURFACE. THE SUBGRADE SHOULD BE RELATIVELY HOMOGENEOUS AND THE CONSTRUCTION SHOULD BE COMPLETED BEFORE THE DETENTION SYSTEM IS BEST TO SLOPE THE GRADE TO ONE END OF THE SYSTEM TO ALLOW EXCESS WATER TO DRAIN QUICKLY, PREVENTING SATURATION OF THE SUBGRADE.

**BEDDING**  
 A 4 TO 6-INCH THICK, WELL-GRADED, GRANULAR MATERIAL IS THE PREFERRED PIPE BEDDING. IF CONSTRUCTION EQUIPMENT WILL OPERATE FOR AN EXTENDED PERIOD OF TIME ON THE BEDDING, USE EITHER AN ENGINEERING FABRIC OR A STIFF GEOTEXTILE TO ENSURE THE BASE MATERIAL MAINTAINS ITS INTEGRITY.  
 USING AN OPEN-GRADED BEDDING MATERIAL IS ACCEPTABLE; HOWEVER, AN ENGINEERING FABRIC SEPARATOR IS REQUIRED BETWEEN THE BASE AND THE SUBGRADE.  
 GRADE THE BASE TO A SMOOTH, UNIFORM GRADE TO ALLOW FOR THE PROPER PLACEMENT OF THE PIPE.

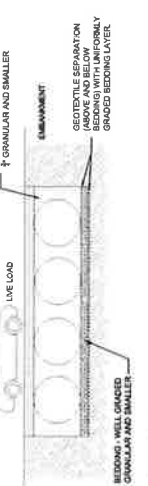


**GEOMEMBRANE BARRIER**  
 A SITE'S RESISTIVITY MAY CHANGE OVER TIME WHEN VARIOUS TYPES OF SALTING AGENTS ARE USED. SUCH AS ROAD SALTS FOR DEICING AGENTS. IF SALTING AGENTS ARE USED ON OR NEAR THE PROJECT SITE, A GEOMEMBRANE BARRIER IS RECOMMENDED WITH THE SYSTEM. THE GEOMEMBRANE LINER IS RECOMMENDED TO BE PLACED ON THE TRENCH WALLS TO PREVENT ADVERSE EFFECTS THAT MAY RESULT FROM THE USE OF SUCH AGENTS, INCLUDING PREMATURE CORROSION AND REDUCED ACTUAL SERVICE LIFE.  
 THE PROJECTS ENGINEER OF RECORD IS TO EVALUATE WHETHER SALTING AGENTS WILL BE USED ON OR NEAR THE PROJECT SITE, AND USE HIS/HER BEST JUDGEMENT TO DETERMINE IF ANY ADDITIONAL PROTECTIVE MEASURES ARE REQUIRED. BELOW IS A TYPICAL DETAIL SHOWING THE PLACEMENT OF A GEOMEMBRANE BARRIER FOR PROJECTS WHERE SALTING AGENTS ARE USED ON OR NEAR THE PROJECT SITE.



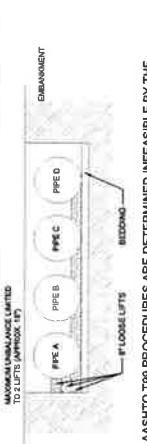
**IN-SITU TRENCH WALL**  
 IF EXCAVATION IS REQUIRED, THE TRENCH WALL NEEDS TO BE CAPABLE OF SUPPORTING THE LOAD THAT THE PIPE SHEDS AS THE SYSTEM IS LOADED. IF SOILS ARE NOT CAPABLE OF SUPPORTING THESE LOADS, THE PIPE CAN DEFLECT. PERFORM A SIMPLE SOIL PRESSURE CHECK USING THE APPLIED LOADS TO DETERMINE THE LIMITS OF EXCAVATION BEYOND THE SPRING LINE OF THE OUTER MOST PIPES.  
 IN MOST CASES THE REQUIREMENTS FOR A SAFE WORK ENVIRONMENT AND PROPER BACKFILL PLACEMENT AND COMPACTION TAKE CARE OF THIS CONCERN.

**BACKFILL MATERIAL**  
 TYPICALLY, THE BEST BACKFILL MATERIAL IS AN ANGULAR, WELL-GRADED, GRANULAR FILL MEETING THE REQUIREMENTS OF AASHTO A-1, A-2 OR A-3. IN SOME CASES, IT MAY BE DESIRABLE TO USE A UNIFORMLY GRADED MATERIAL FOR THE FIRST 18- TO 24-INCHES. THIS TYPE OF MATERIAL IS EASIER TO PLACE UNDER THE HAUNCHES OF THE PIPE AND REQUIRES LITTLE COMPACTIVE EFFORT. DEPENDING ON THE BEDDING MATERIAL, A SEPARATION GEOTEXTILE MIGHT BE REQUIRED ABOVE AND BELOW THESE INITIAL LIFTS.



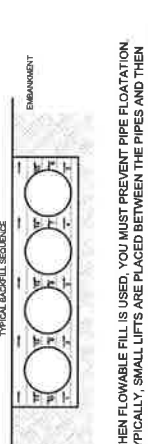
OPEN-GRADED FILL IS TYPICALLY NOT USED BEYOND THE INITIAL 18- TO 24-INCHES BECAUSE THIS TYPE OF FILL OFTEN DOES NOT PROVIDE ADEQUATE CONFINING RESTRAINT TO THE PIPES. IF A UNIFORMLY GRADED MATERIAL (PARTICLES ALL ONE SIZE) IS USED, INSTALL A GEOTEXTILE SEPARATOR FABRIC TO PREVENT THE MIGRATION OF FINES INTO THE BACKFILL.  
 BACKFILL USING CONTROLLED LOW-STRENGTH MATERIAL (CLSM OR FLOWABLE FILL) WITH THE SPACING BETWEEN THE PIPES WILL NOT ALLOW FOR PLACEMENT AND ADEQUATE COMPACTION OF THE BACKFILL. WORK CLOSELY WITH THE LOCAL CONTECH SALES ENGINEER REGARDING THE SPECIAL INSTALLATION TECHNIQUES REQUIRED WHEN USING CLSM.

**BACKFILL PLACEMENT**  
 PLACE BACKFILL IN 8-INCH LOOSE LIFTS AND COMPACT TO 80% AASHTO T99 STANDARD PROCTOR DENSITY. MATERIAL SHALL BE WORKED INTO THE PIPE HAUNCHES BY MEANS OF SHOVEL-SLICING, RODDING, AIR TAMPER, VIBRATORY ROD, OR OTHER EFFECTIVE METHODS.



IF AASHTO T99 PROCEDURES ARE DETERMINED INFEASIBLE BY THE GEOTECHNICAL ENGINEER OF RECORD, COMPACTION IS CONSIDERED ADEQUATE WHEN NO FURTHER YIELDING OF THE MATERIAL IS OBSERVED UNDER THE COMPACTOR, OR UNDER FOOT, AND THE GEOTECHNICAL ENGINEER OF RECORD (OR REPRESENTATIVE THEREOF) IS SATISFIED WITH THE LEVEL OF COMPACTION.

FOR LARGE SYSTEMS, CONVEYOR SYSTEMS, BACKHOES WITH LONG REACHES OR DRAGLINES WITH STONE BUCKETS MAY BE USED TO PLACE BACKFILL. ONCE MINIMUM COVER FOR CONSTRUCTION LOADING ACROSS THE ENTIRE WIDTH OF THE SYSTEM IS REACHED, ADVANCE THE EQUIPMENT TO THE END OF THE SYSTEM, PLACE FILL, AND BEGIN THE SEQUENCE AGAIN. THE RECENTLY PLACED FILL SHOULD BE COMPACTED TO THE TYPE OF CONSTRUCTION SEQUENCE PROVIDES ROOM FOR STOCKPILING BACKFILL DIRECTLY BEHIND THE BACKHOE, AS WELL AS THE MOVEMENT OF CONSTRUCTION TRAFFIC. MATERIAL STOCKPILES ON TOP OF THE BACKFILL DETENTION SYSTEM SHOULD BE LIMITED TO 8- TO 10- FEET HIGH AND MUST PROVIDE BALANCED LOADING ACROSS ALL BARRELS. TO DETERMINE THE PROPER COVER OVER THE PIPES TO ALLOW THE MOVEMENT OF CONSTRUCTION EQUIPMENT SEE TABLE 1, OR CONTACT YOUR LOCAL CONTECH SALES ENGINEER.

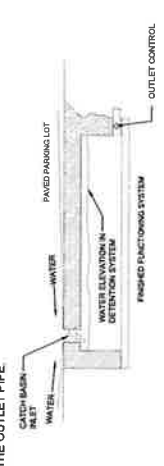


WHEN FLOWABLE FILL IS USED, YOU MUST PREVENT PIPE FLOATION. TYPICALLY, SMALL LIFTS ARE PLACED BETWEEN THE PIPES AND THEN ALLOWED TO SET UP PRIOR TO THE PLACEMENT OF THE NEXT LIFT. THE ALLOWABLE THICKNESS OF THE CLSM LIFT IS A FUNCTION OF A PROPER BALANCE BETWEEN THE LIFT FORCE OF THE OTHER, THE OPPOSING WEIGHT OF THE PIPE, AND THE EFFECT OF OTHER RESTRAINING MEASURES. THE PIPE CAN CARRY LIMITED FLUID PRESSURE WITHOUT PIPE DISTORTION OR DISPLACEMENT, WHICH ALSO AFFECTS THE CLSM LIFT THICKNESS. YOUR LOCAL CONTECH SALES ENGINEER CAN HELP DETERMINE THE PROPER LIFT THICKNESS.



**CONSTRUCTION LOADING**  
 TYPICALLY, THE MINIMUM COVER SPECIFIED FOR A PROJECT ASSUMES H-20 LIVE LOAD. BECAUSE CONSTRUCTION LOADS OFTEN EXCEED DESIGN LIVE LOADS, INCREASED TEMPORARY MINIMUM COVER REQUIREMENTS ARE NECESSARY. SINCE CONSTRUCTION EQUIPMENT VARIES FROM JOB TO JOB, IT IS BEST TO ADDRESS EQUIPMENT SPECIFIC MINIMUM COVER REQUIREMENTS WITH YOUR LOCAL CONTECH SALES ENGINEER DURING YOUR PRE-CONSTRUCTION MEETING.

**ADDITIONAL CONSIDERATIONS**  
 BECAUSE MOST SYSTEMS ARE CONSTRUCTED BELOW-GRADE, RAINFALL CAN RAPIDLY FILL THE EXCAVATION, POTENTIALLY CAUSING FLOATION AND OVERBURDEN OF THE PREVIOUSLY PLACED PIPES. TO HELP MITIGATE THIS RISK, THE SYSTEMS ENGINEER SHOULD RECOMMEND THE INSTALLATION OF DOWNSTREAM END WALLS TO OUTLET. ALREADY CONSTRUCTED MEASURES MAY BE REQUIRED FOR THE WATER TO ESCAPE. TEMPORARILY INSTALLED MEASURES MAY BE REQUIRED FOR HIGH FLOWS DUE TO THE RESTRICTED NATURE OF THE OUTLET PIPE.



**CMP DETENTION SYSTEM INSPECTION AND MAINTENANCE**  
 UNDERGROUND STORMWATER DETENTION AND INFILTRATION SYSTEMS MUST BE INSPECTED AND MAINTAINED AT REGULAR INTERVALS FOR PURPOSES OF PERFORMANCE AND LONGEVITY.

**INSPECTION**  
 INSPECTION IS THE KEY TO EFFECTIVE MAINTENANCE OF CMP DETENTION SYSTEMS AND IS EASILY PERFORMED. CONTECH RECOMMENDS ONGOING, QUARTERLY INSPECTIONS. THE RATE AT WHICH THE SYSTEM COLLECTS POLLUTANTS WILL DEPEND MORE ON SITE SPECIFIC ACTIVITIES RATHER THAN THE SIZE OR CONFIGURATION OF THE SYSTEM.  
 INSPECTIONS SHOULD BE PERFORMED MORE OFTEN IN EQUIPMENT OPERATING AREAS. IN AREAS WHERE SANDING AND/OR SALTING OPERATIONS TAKE PLACE, CLEANING OPERATIONS SHOULD BE CONDUCTED TO EXPECT HIGHER ACCUMULATIONS OF SEDIMENT OR ABRASIVE/ CORROSIVE CONDITIONS. A RECORD OF EACH INSPECTION IS TO BE MAINTAINED FOR THE LIFE OF THE SYSTEM.

**MAINTENANCE**  
 CMP DETENTION SYSTEMS SHOULD BE CLEANED WHEN AN INSPECTION REVEALS ACCUMULATED SEDIMENT OR TRASH IS CLOGGING THE DISCHARGE ORIFICE.  
 ACCUMULATED SEDIMENT AND TRASH CAN TYPICALLY BE EVACUATED THROUGH THE MANHOLE OVER THE OUTLET ORIFICE. IF MAINTENANCE IS NOT PERFORMED AS RECOMMENDED, SEDIMENT AND TRASH MAY ACCUMULATE IN FRONT OF THE OUTLET ORIFICE. MANHOLE COVERS SHOULD BE SECURELY SEATED FOLLOWING CLEANING ACTIVITIES. CONTECH SUGGESTS THAT ALL SYSTEMS BE DESIGNED WITH AN ACCESS/INSPECTION MANHOLE SITUATED AT OR NEAR THE INLET AND THE OUTLET ORIFICE. SHOULD IT BE NECESSARY TO GET INSIDE THE SYSTEM TO PERFORM MAINTENANCE ACTIVITIES, ALL APPROPRIATE PRECAUTIONS REGARDING CONFINED SPACE ENTRY AND OSHA REGULATIONS SHOULD BE FOLLOWED.

ANNUAL INSPECTIONS ARE BEST PRACTICE FOR ALL UNDERGROUND SYSTEMS. DURING THIS INSPECTION, IF EVIDENCE OF SALTING/DEICING AGENTS IS OBSERVED WITHIN THE SYSTEM, IT IS BEST PRACTICE FOR THE SYSTEM TO BE RINSED, INCLUDING ABOVE THE SPRING LINE SOON AFTER THE SPRING THAW AS PART OF THE MAINTENANCE PROGRAM FOR THE SYSTEM.  
 MAINTAINING AN UNDERGROUND DETENTION OR INFILTRATION SYSTEM IS EASIER WHEN THERE IS NO FLOW ENTERING THE SYSTEM. FOR THIS REASON, IT IS A GOOD IDEA TO SCHEDULE THE CLEANOUT DURING DRY WEATHER.

THE FOREGOING INSPECTION AND MAINTENANCE EFFORTS HELP ENSURE UNDERGROUND PIPE SYSTEMS USED FOR STORMWATER STORAGE CONTINUE TO FUNCTION AS INTENDED BY IDENTIFYING RECOMMENDED REGULAR INSPECTION AND MAINTENANCE PRACTICES. INSPECTION AND MAINTENANCE RELATED TO THE STRUCTURAL INTEGRITY OF THE PIPE OR THE SOUNDNESS OF PIPE JOINT CONNECTIONS IS BEYOND THE SCOPE OF THIS GUIDE.

PROJECT NO.	10646-3	DATE	5/28/2019
DESIGNED	DR	DRAWN	DR
CHECKED	DR	APPROVED	DR
SHEET NO.			D4

PROJECT NAME: I&S Project  
 Cedar Falls, IA  
 DESCRIPTION: 48" DIAMETER OPTION

**CONTECH**  
 ENGINEERED SOLUTIONS LLC  
 www.conteches.com  
 9025 Centra Pointe Dr., Suite 400, West Chester, OH 45389  
 800-338-1122 513-945-7000 513-945-7993 FAX

NO.	DATE	REVISION DESCRIPTION

EXHIBIT C

## Exhibit C

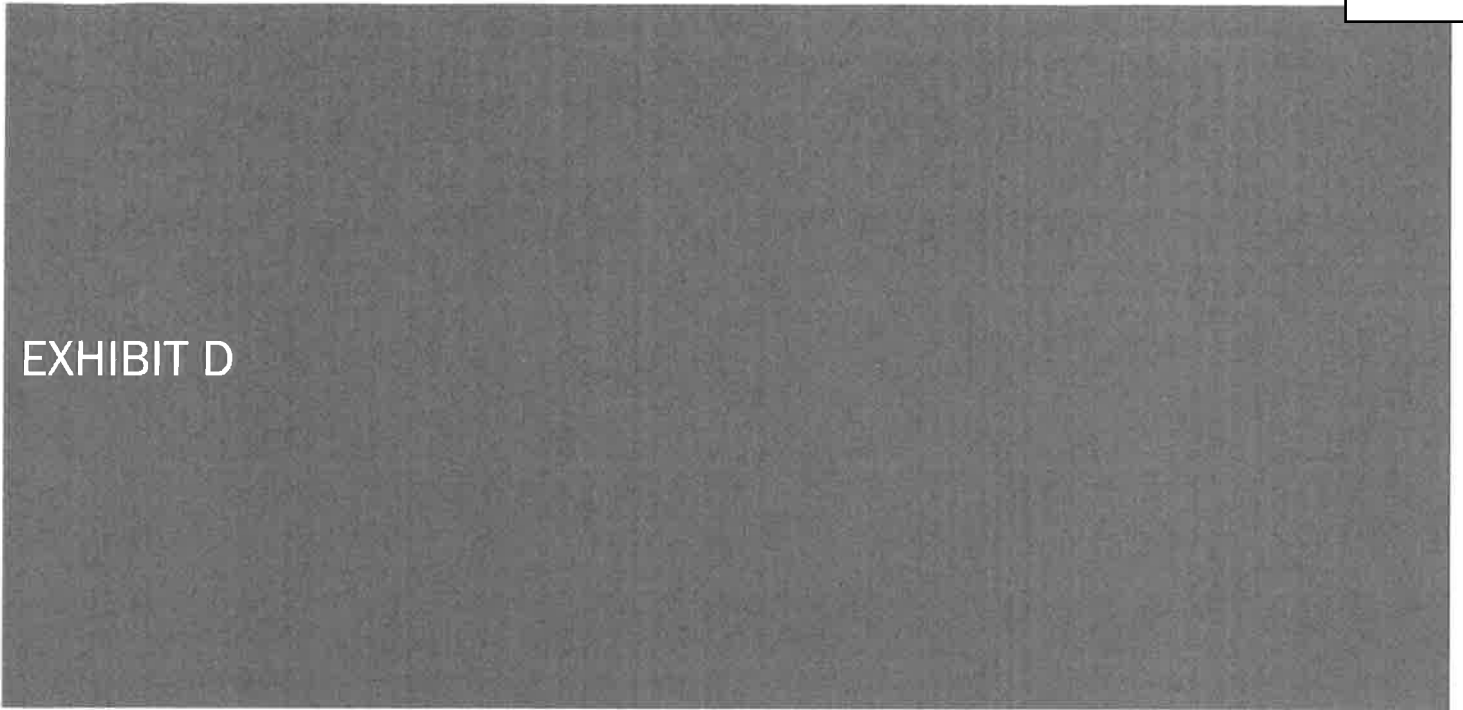
## Detention Basin Operation and Maintenance Manual

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



### Exhibit D

#### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

**DESCRIPTION:**

- 1) Inspect system within 60 days of initial operation. *1567*
- 2) Four periodic inspections of system within first year of operation. *1567*
- 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. *1567* - *MUS - obvious hopscotch*

# EXHIBIT E



Exhibit E

**Stormwater Management Inspection/Maintenance Form**  
**To be kept on site**

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

OWNER/LEGAL ENTITY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INITIAL DATE OF OPERATION: \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS





## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** July 30<sup>th</sup>, 2020

**SUBJECT:** Campus Street Box Culvert  
 City Project Number BR-101-3043  
 Change Order Expansion Request

The City of Cedar Falls has awarded the Campus Street Box Culvert Project to Peterson Contractors, Inc. of Reinbeck, Iowa. The Campus Street Box Culvert Project involves the removal of existing bridge structure, placement of new double cell 14' x 6' precast RCB culvert, creek channel excavation, erosion control measures, and reconstruction of portions of one (1) City Street.

The original Campus Street Bridge was designed and constructed in the year of 1952. During construction, an encased sanitary sewer line from the original 1952 construction was impacted resulting in an emergency sanitary sewer repair made by the contractor and re-encased with updated material below the newly constructed box culvert placed by the contractor. This has forced the need for additional material to be placed in and around the impacted box and sanitary sewer resulting in the attached Change Order #3 and expanding the original contract documents.

The total estimated cost for the construction of this change order is \$29,701.93 with funding from the Storm Water Fund. After reconciliation of final quantities, the total project cost including all change orders is \$402,298.36. This is \$84,739.76 above the original contract amount of \$317,558.60, of which \$67,071.33 was related to the emergency sanitary sewer repair.

The Department of Public Works recommends approving and executing the change order with Peterson Contractors, Inc. for Campus Street Box Culvert.

Xc: Chase Schrage, Director of Public Works  
 David Wicke, PE, City Engineer



**CITY OF CEDAR FALLS, IOWA  
DEPARTMENT OF Public Works  
CHANGE OF WORK ORDER**

No. 3
 Non-Substantial  
 Substantial

Contract Number BR-101-3043 Project Campus Street Bridge Replacement  
 Kind of Work \_\_\_\_\_ Date Prepared 6/18/2020  
 Contractor PCI

These are changes from the plans and extra work on the Campus Street Bridge Replacement contract, dated May 21<sup>st</sup>, 2018.

**A. Description of change to be made or extra work to be done:**

7001	-	Item 8 – Saw cutting for removals	171 L.F. @ \$7.50/L.F.
7002	-	Item 26 – Pavement, Stand., P.C.C. 7", TYPE "C", Class III	448.33 S.Y. @ \$40.25/S.Y.
7003	-	Item 47 – Sod, Provide and Place	5,127 S.F. @ \$0.85/S.F.
7004	-	Item 48 – RECP	171 S.Y. @ \$1.90/S.Y.
8002	-	Non-Woven Permeable Fabric (Over Box)	117 S.Y. @ \$19.80/S.Y.
8003	-	Additional Pavement Thickness (Over Box)	21 C.Y. @ \$105/C.Y.
8004	-	Additional PCC Curb	30 L.F. @ \$19.23/L.F.
8005	-	Hydro-mulch	0.06 AC @ \$9,900/AC

**B. Reason for ordering change or extra work:**

7001 - Extended project limits because of obstructing sanitary line causing a raise in the box culvert.  
 7002 - Extended project limits because of obstructing sanitary line causing a raise in the box culvert.  
 7003 - Extended Sodding limits due to extended project limits because of obstructing sanitary line causing a raise of the box.  
 7004 - Extended RECP limits due to extended project limits because of obstructing sanitary line causing a raise of the box.  
 8002 - No room for granular fill between box culvert and pavement, Snyder provided detail.  
 8003 - Obstructing sanitary line required box to be adjusted, causing the pavement above the box to need extra thickness in some places to match the grade of existing road.  
 8004 - PCC curb destroyed over winter months before project was finished by plows.  
 8005 – Hydro-Mulch needed to stabilize for winter months due to a delay in the project because of the emergency sanitary repair.

**C - Settlement for cost of work to be made as follows:**

7001	-	Agreed price per L.F.
7002	-	Agreed price per S.Y.
7003	-	Agreed price per S.F.
7004	-	Agreed Price per S.Y.
8002	-	Agreed price per S.Y.
8003	-	Agreed price per C.Y.
8004	-	Agreed price per L.F.
8005	-	Agreed Price per Acre

**Contract Modifications:****D - ITEMS INCLUDED IN CONTRACT**

ITEM NUMBER	DISCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
7001	ITEM 8 - SAW CUTTING FOR REMOVALS	L.F.	171	\$ 7.50	\$ 1,282.50
7002	ITEM 26 - PAVEMENT, SANT., P.C.C. 7", TYPE "C", CLASS III	S.Y.	448.3	\$ 40.25	\$ 18,044.08
7003	ITEM 47 - SOD. PROVIDE AND PLACE	S.F.	5127	\$ 0.85	\$ 4,357.95
7004	RECP	S.Y.	171	\$ 1.90	\$ 324.90
<b>TOTAL:</b>					<b>\$ 24,009.43</b>


CHANGE/WORK ORDER NO. 3

**E - ITEMS NOT INCLUDED IN CONTRACT.**

ITEM NUMBER	DISCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
8002	Non-Woven Permeable Fabric (Over Box)	S.Y.	117	\$ 19.80	\$ 2,316.60
8003	Additional Pavement Thickness (Over Box)	C.Y.	21	\$ 105.00	\$ 2,205.00
8004	Additional PCC Curb	L.F.	30	\$ 19.23	\$ 576.90
8005	Hydro-mulch	ACRE	0.06	\$ 9,900.00	\$ 594.00
<b>TOTAL:</b>					<b>\$ 5,692.50</b>

**F – TOTAL PRICE FOR CHANGE ORDER**

**Total: \$29,701.93**

Approved,  7/16/ 2020, Brett Armstrong 2020  
 David Wicke, P.E., City Engineer Date Brett Armstrong, Project Engineer Date  
 PCI By, Jordan Krull 2020  
 Contractor Jordan Krull, Project Manager Date

**CITY OF CEDAR FALLS:**

Approved by the City Council of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
 Attest \_\_\_\_\_, \_\_\_\_\_, 2020 \_\_\_\_\_, \_\_\_\_\_, 2020  
 City Clerk Date Mayor Date


**DEPARTMENT OF PUBLIC WORKS**

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**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert Green and City Council

**FROM:** Jon Fitch, Principal Engineer

**DATE:** July 29, 2020

**SUBJECT:** Professional Services Agreement  
 Snyder & Associates, Inc  
 Project No. RC-000-3242

Please find attached the Professional Services Agreement with Snyder & Associates, Inc which outlines the scope of services and costs for the Downtown Streetscape and Reconstruction- Ph II project. This project is part of the downtown streetscape expansion project, a partnership among the City, Community Main Street and Cedar Falls Utilities.

This agreement will prepare construction plans, specifications and cost estimates for the following:

1. Replace the streetscape pavers from 3<sup>rd</sup> St south to 6<sup>th</sup> St. Include lighting and electrical upgrades
2. Full reconstruction of E. 3<sup>rd</sup> St from Main St to State St. E. 3<sup>rd</sup> St reconstruction was originally to have been constructed with Ph I work taking place this summer but was delayed due to the construction of the new building at 302 Main St.
3. Reconstruction of 4<sup>th</sup> St from Washington St to State St excluding the Main St intersection. This will include streetscaping and lighting.
4. Reconstruction/infill of curb and gutter on 5<sup>th</sup> St from Washington St to Main St. This will include streetscaping.

The city will be coordinating with Community Main Street and businesses along these areas, as the design progresses. It is anticipated to reconstruct entire blocks at a time with multiple phases to maintain access to businesses.

The fees of this agreement are based on hourly rates and fixed expenses and shall not exceed the total amount of \$312,200.00. This fee is broken down in the agreement.

This project is currently programmed in the CIP for construction in FY 2021-2023. This phase of the project will wrap up the remaining streetscaping along Main Street. The overall project is currently budgeted at \$7,280,584 (CIP #146, 147). Programmed funds include Cedar Falls Utilities, TIF Downtown, Community Main Street and Black Hawk Gaming Commission Grants.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Snyder & Associates for the Downtown Streetscape and Reconstruction project.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer



DEPARTMENT OF PUBLIC WORKS

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PROFESSIONAL SERVICE AGREEMENT

Downtown Streetscape and Reconstruction - Phase II
Cedar Falls, Iowa
City Project Number RC-000-3242

This Agreement is made and entered by and between Snyder & Associates, Inc., 5005 Bowling Street SW Suite A Cedar Rapids, IA 52404, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
(c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.



**V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed an estimated fee of Three Hundred Twelve Thousand Two Hundred Dollars (\$312,200).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

**IX. MEANS AND METHODS**

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

**X. INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

**XI. PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

**XII. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT**

By: \_\_\_\_\_

By: Lindsay Beaman

Printed Name: \_\_\_\_\_

Printed Name: Lindsay Beaman

Title: \_\_\_\_\_

Title: Business Unit Leader

Date: \_\_\_\_\_

Date: August 3, 2020

Construction Engineering for  
Downtown Streetscape and Reconstruction - Phase II  
Cedar Falls, Iowa  
CITY Project No. RC-000-3242

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**Exhibit A**

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**Downtown Streetscape and Reconstruction - Phase II  
Cedar Falls, Iowa  
City Project Number RC-000-3242**

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The scope of services to be performed by the CONSULTANT shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following:

**I. SCOPE OF SERVICES**

The Scope of Services and basis for Compensation derivation are as follows:

- A. The CONSULTANT shall provide Professional Services to design and develop construction documents to reconstruct West 4<sup>th</sup> Street between Washington Street and Main Street; to reconstruct East 4<sup>th</sup> Street between Main Street and State Street; to replace/infill the roadway curb sections and to reconstruct the existing streetscape parkade on 5<sup>th</sup> Street between Washington Street and Main Street; and to reconstruct the existing streetscape parkade on Main Street extending from the north side of the 6<sup>th</sup> Street intersection to the south side of the 3<sup>rd</sup> Street intersection.

The project will be named the Downtown Streetscape and Reconstruction - Phase II. The reconstruction will not encroach into the railroad crossing at 5<sup>th</sup> Street but coordination with Iowa Northern Railroad is required. The north limits of the project will connect into the Downtown Streetscape and Reconstruction Phase 1 Project constructed in 2020. The reconstruction of 4<sup>th</sup> Street will include pavements, streetscape parkade, water main, and storm sewer.

The project design and contract documents will include a bid alternate for milling and overlaying 5<sup>th</sup> Street between Washington Street and Main Street. The milling and overlaying will extend from the new curb and gutter to the concrete panels for the railroad tracks along both sides of the street. It is assumed that pavement information will be provided and pavement cores and soil borings will not be needed and are not included in this scope. The project design and contract documents will include a bid alternate for replacing curb and gutter sections along Main Street between 3<sup>rd</sup> and 6<sup>th</sup> Streets.

Construction Engineering for  
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1. The design and development of construction documents for the reconstruction of East 3<sup>rd</sup> Street between Main Street and State Street is included as part of Supplemental Agreement No. 5 approved on May 6, 2019. This includes reconstructing the streetscape parkade and decorative street lighting.
  2. The East 3<sup>rd</sup> Street reconstruction and improvements (RC-039-3195) will be included as part of the Downtown Streetscape and Reconstruction - Phase II.
- B. The CONSULTANT previously completed a topographic survey of Main Street with Supplemental Agreement No. 1, and of East 3<sup>rd</sup> Street with Supplemental Agreement No. 5. The CONSULTANT shall complete a topographic survey on the project site limited to these areas:
1. The area south of the 3rd Street intersection following its reconstruction as part of the Downtown Streetscape and Reconstruction Phase 1 Project.
  2. The area along the south side of East 3rd Street between Main Street and the alley, which was reconstructed as part of the redevelopment in the southeast corner of this intersection.
  3. The area on the north side of East 3rd Street just east of Main Street following its reconstruction as part of the Downtown Streetscape and Reconstruction Phase 1 Project.
  4. Areas at the intersection of 6<sup>th</sup> Street.
  5. The 4<sup>th</sup> Street corridor between Washington and State Street.
  6. The 5<sup>th</sup> Street corridor between Washington and Main Street.
  7. These new features and elevations will be incorporated into the CAD files for use in the Downtown Streetscape and Reconstruction - Phase II. This includes existing site terrain grades and locations, existing above ground features, and CAD terrain model with one-foot contour intervals and spot elevations.
- C. The CONSULTANT shall incorporate the streetscape parkade concept design developed for Main Street as part of Supplemental Agreement No. 1 into the construction documents. During the preliminary design phase, the CONSULTANT will present the concept design to the CLIENT for review and shall address any comments as part of the final plan submittal. The CONSULTANT shall facilitate and attend a Project Management Team (PMT)

Construction Engineering for  
Downtown Streetscape and Reconstruction - Phase II  
Cedar Falls, Iowa  
CITY Project No. RC-000-3242

meeting to review the project schedule and concept design details.

- D. The CONSULTANT shall design and incorporate the decorative street lighting from the Main Street concept design and Downtown Streetscape Plan through the project limits. This work includes:
1. Designing the street light circuit routing based on power service locations provided by Cedar Falls Utilities (CFU).
  2. Coordinating power service locations, and routing of CLIENT owned fixtures such as cameras, street outlets, and traffic signals.
  3. Street light poles will remain in existing locations or will be relocated based on streetscape layout. CFU may retrofit the existing street light poles.
  4. Leading coordination between the CONSULTANT, CLIENT, and CFU.
  5. Coordinating with Iowa Northern Railroad (INRR) as necessary to route electrical conduits within INRR right of way.
  6. The design and development of construction documents for East 3rd Street is included as part of Supplemental Agreement No. 5.
- E. The CONSULTANT shall complete preliminary design services to develop preliminary plans (50%), which shall include:
1. Preliminary design of site demolition items for the project area.
  2. Plan of existing items to be preserved and reused such as planter beds, tree grates, lighting, trash cans, trees, wayfinding signs, benches, bike racks, and art.
  3. Preliminary design for site layout improvements for the preferred paver design concept through the corridor.
  4. Layout of site amenities and quantities.
  5. Landscaping planting plan, schedule, and quantities.
  6. Roadway pavement plan and profile information for 4<sup>th</sup> Street. The 4<sup>th</sup> Street reconstruction will also include the following:
    - a. New storm sewer structures and pipes.
    - b. New water main, services, and hydrants.
    - c. The existing sanitary sewer along Main Street will be protected and remain in place.
    - d. Sidewalk will be replaced along both sides of the roadway. Pavers from the Main Street concept streetscape parkade design will be implemented



Construction Engineering for  
Downtown Streetscape and Reconstruction - Phase II  
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- between the buildings (or right of way) to the back of roadway curb.
- e. New street lighting implemented based on the Main Street concept designs.
  - f. The roadway reconstruction is anticipated to not extend into the Washington Street intersection or the State Street intersection, and as such curb ramp and crosswalk replacements are not included with this design. The pavement replacement limits will be at the existing PCC / HMA pavement joint.
  - g. Bump outs shall be designed at the alley connections within each block and prior to the Main Street intersection in order to integrate on-street parking and provide landscape areas.
  - h. Construction staging notes and detour routing.
7. The streetscape parkade reconstruction along 5<sup>th</sup> Street will include replacing roadway curb and gutter. The 5<sup>th</sup> Street curb replacement and streetscaping improvements does not include adding bump outs at the Main Street intersection or ADA ramps at Washington Street.
  8. All design to be in accordance with applicable state statutes, city ordinances, the Iowa Statewide Urban Design and Specifications (SUDAS) and the Cedar Falls Supplemental Specifications to SUDAS.
  9. Engineer's Opinion of Probable Construction Costs.
  10. Facilitate and attend a Project Management Team (PMT) meeting with the CLIENT to review the preliminary plans and receive comments.
  11. Utility coordination.
  12. Railroad coordination.
  13. Potholing to identify underground utilities at potential conflict points. Up to ten (10) potholes at an approximate rate of \$1,000 per pothole.
- F. The CONSULTANT shall complete final design services and prepare construction documents, which shall include:
1. Final design and plans for improvements including pavers, site furniture, site amenities, pavements, storm sewer, water main, and construction staging.
  2. Final design for ADA compliant curb ramps and routing along Main Street.

Construction Engineering for  
Downtown Streetscape and Reconstruction - Phase II  
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3. Business signing, access plan, traffic control, pedestrian detours, and staging plan similar to the 2020 Downtown Streetscape and Reconstruction Project.
  4. Hardscape details associated with the paver layout and design.
  5. Bid alternate for milling and overlaying 5<sup>th</sup> Street between Washington Street and Main Street.
  6. Bid alternate for replacing the roadway curb and gutter along Main Street between 3<sup>rd</sup> Street and 6<sup>th</sup> Street.
  7. Supplemental Technical Specifications for proposed site improvements.
  8. Engineer's Opinion of Probable Construction Costs for both Check Plans (90%) and Final Plans.
  9. Facilitate and attend a Project Management Team (PMT) meeting with the CLIENT to review the Check Plans (90%) and receive comments.
  10. Prepare print documents (100%) and project manual (including specifications) of proposed improvements after the incorporation of review comments from the Check Plans.
  11. Coordinate final paver quantities and order placement with the CLIENT and paver supplier.
  12. Utility Coordination with Cedar Falls Utilities and other franchise utilities to facilitate their relocations, or to make minor adjustments to the design to mitigate conflict points.
  13. Railroad coordination.
  14. Prepare and apply for applicable DNR water construction permits. All fees associated with the permits to be pass-through expenses or supplied by the CLIENT at time of submittal.
- G. The CONSULTANT shall facilitate and attend three (3) Project Management Team (PMT) meetings with the CLIENT. The purpose of the PMT meetings are to review project details such as streetscape parkade designs, staging and detour routing, project schedule, discuss CLIENT'S plan review comments, and utility coordination updates.
- H. The CONSULTANT shall attend one (1) Public Information Meeting (PIM). The CONSULTANT shall be responsible for notifying property owners and stakeholders to attend the PIM, preparing aerial display drawings of the corridors, preparing detail exhibits, and responding to questions or comments from the public.

Construction Engineering for  
Downtown Streetscape and Reconstruction - Phase II  
Cedar Falls, Iowa  
CITY Project No. RC-000-3242

- I. The CONSULTANT shall provide information for one (1) Community Main Street (CMS) Board Meeting. The CONSULTANT shall be responsible for providing project details and exhibits for the CLIENT'S presentation to the CMS Board and be in attendance to respond to questions. The CONSULTANT will not attend this meeting.
  
- J. The CONSULTANT shall provide bidding assistance for the Bid Letting. The Construction Bid Letting is anticipated for the Winter 2020-21 and construction to be performed in the Spring through the Fall of 2021.
  1. Preparation of the project manual, including bid forms, form of contract, instruction of bidders and general conditions.
  2. Advertising – The CLIENT will be responsible for notifying Contractors and distributing plan sets. At the CLIENT'S request, the CONSULTANT will answer questions from potential contractors, subcontractors and suppliers, determine need of and issue addenda (as necessary) and coordinate with City Staff.
  3. Pre-Bid Meeting – the CONSULTANT shall facilitate and attend a pre bid meeting to review the project details and answer questions from contractors and potential bidders.
  4. The CONSULTANT will not attend the bid opening.
  
- K. Additional Services
  1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to: construction services; independent testing services such as concrete cylinder breaks and compaction testing, completion of a Phase 1 Archaeological and Cultural Resources Survey; sanitary sewer design; abandoning subsurface coal chutes, vaults, or basement areas encroaching into the public right of way; right of way acquisitions; expanding the scope of the project or the work to be completed; requesting the development of various documents not listed; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

Construction Engineering for  
Downtown Streetscape and Reconstruction - Phase II  
Cedar Falls, Iowa  
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**II. COMPENSATION**

Compensation for this scope of Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Three Hundred Twelve Thousand Two Hundred Dollars (\$312,200).

<b>Estimated Budget Summary</b>	
The estimated budgets for each task listed below could vary. The total not to exceed supplemental project cost should be the total listed below.	
Tasks	Base
<b>Downtown Streetscaping &amp; Bid Alternates (Main, 4<sup>th</sup> &amp; 5<sup>th</sup> St):</b>	
Topographic Survey	\$ 10,200
Preliminary Plans	\$ 106,200
Final Design and Bidding Services	\$ 98,900
<b>Subtotal:</b>	<b>\$ 215,300</b>
<b>4<sup>th</sup> St Reconstruction (Washington to State St):</b>	
Topographic Survey	\$ 5,500
Preliminary Plans	\$ 51,100
Final Plans	\$ 40,300
<b>Subtotal:</b>	<b>\$ 96,900</b>
<b>Total:</b>	<b>\$ 312,200</b>

<b>Preliminary Project Schedule</b>			
Tasks	Start Date	End Date	Target Date
Contract Approval - Begin Work	--	--	8/3/2020
Topographic Survey	8/10/20	8/21/2020	--
PMT Meeting #1	--	--	8/27/2020
Preliminary Design - Streetscape and Lighting	8/24/2020	10/8/2020	--
Preliminary Plans submittal (50% Design)	--	--	10/9/2020
PMT Meeting #2: Receive City comments and meet	--	--	10/29/2020
Final Design – Streetscape and Lighting	11/2/2020	12/10/2020	--
Check Plans submittal (90 % Design)	--	--	12/11/2020
PMT Meeting #3: Receive City comments & meet	--	--	12/30/2020
Final Design	1/4/2021	1/7/2021	--
Final Design (100%) Print Docs - Phase 1	--	--	1/8/2021
City order paver materials	--	--	Jan. 2021
Bid Letting	--	--	Feb. 2021
Construction Start	--	--	April 2021
Construction End	--	--	October 2021

Construction Engineering for  
Downtown Streetscape and Reconstruction - Phase II  
Cedar Falls, Iowa  
CITY Project No. RC-000-3242

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**Exhibit B**

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**Downtown Streetscape and Reconstruction – Phase II  
Cedar Falls, Iowa  
City Project Number RC-000-3242**

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03-27-2019

**INSURANCE REQUIREMENTS FOR  
CONSULTANTS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.



5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

\*\* ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor

pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

**Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

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

**Automobile:**

\$1,000,000

*(Combined Single Limit)*

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

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

**Umbrella:**

\$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:**

\$1,000,000

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

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

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

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

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





**NOTEPAD:**HOLDER CODE CITYCE4  
INSURED'S NAME Snyder & Associates IncSNYDAS1  
OP ID: KNPAGE  
Date 07/14 Item 19.

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing and completed operations on General Liability per the attached CG7201 07/17. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess. Governmental Immunities endorsement including 30 days notice of cancellation included. Waiver of Subrogation included on Workers Compensation and General Liability.

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING  
YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. **Extended Property Damage**

At 2. **Exclusions** exclusion a. **Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### 2. **Expanded Fire Legal Liability**

At 2. **Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. **Non-Owned Watercraft**

At 2. **Exclusions** exclusion g. **Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

##### 4. **Property Damage – Borrowed Equipment**

At 2. **Exclusions** the following is added to paragraph (4) of exclusion j. **Damage To Property** :

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. **Property Damage Liability – Elevators**

At 2. **Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property** :

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added:

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. **Damage to Property** is deleted and replaced by the following:

##### j. **Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

(2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## **2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## **3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

### **2. Exclusions**

This insurance does not apply to:

#### **p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

b. "Property damage" means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

## **4. COVERAGE G - PRODUCT RECALL EXPENSE**

### **a. Insuring Agreement**

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II - WHO IS AN INSURED****A. The following change is made:****Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. The following provisions are added:****4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### 6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
  - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
  - (3) Such coverage will not apply subsequent to the first to occur of the following:
    - i. The expiration of the period of time required by the "written contract"; or
    - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.



**7. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Sub-paragraphs d. or f.; or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **9. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

#### **10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### **11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

## **12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

## **13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

## **SECTION III - LIMITS OF INSURANCE**

**A. The following items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B**; and

d. Damages under **Coverage H**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.

9. **Coverage G - Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. **Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. **Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

**SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

**B. The following are added:**

**10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

**11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

**12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**15. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

## **SECTION V – DEFINITIONS**

- A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:
- f.(1) Equipment designed primarily for:
- (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily injury" is deleted and replaced with the following:
3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" c. is deleted and replaced with the following:
- c. Any easement or license agreement;
- D. Item 9. "Insured Contract" f.(1) is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
  - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
    - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
    - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
  - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
  - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
  - d. Transportation and accommodation expense incurred by your employees.
  - e. Rental expense incurred for temporary locations used to store recalled products.
  - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
  - g. Transportation expenses incurred to replace recalled products.
  - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a. Is currently in effect or becoming effective during the term of this policy; and
  - b. Was executed prior to:
    - (1) The "bodily injury" or "property damage"; or
    - (2) The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.



# ENDORSEMENT

60376805

SF Item 19.  
(0000)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

THE CITY OF CEDAR FALLS, IOWA, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS, ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE INSURED'S WORK AND/OR SERVICES PERFORMED FOR THE CITY OF CEDAR FALLS, IOWA. THIS COVERAGE SHALL BE PRIMARY TO THE ADDITIONAL INSURED, AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OR SIMILAR PROTECTION AVAILABLE TO THE ADDITIONAL INSURED, WHETHER OTHER AVAILABLE COVERAGE BE PRIMARY, CONTRIBUTING OR EXCESS.

CITY OF CEDAR FALLS, IOWA  
GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(FOR USE WHEN INCLUDING THE CITY AS AN ADDITIONAL INSURED)

1. NONWAIVER OF GOVERNMENT IMMUNITY. THE INSURANCE CARRIER EXPRESSLY AGREES AND STATES THAT THE PURCHASE OF THIS POLICY AND THE INCLUDING OF THE CITY OF CEDAR FALLS, IOWA AS AN ADDITIONAL INSURED DOES NOT WAIVE ANY OF THE DEFENSES OF GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OF CEDAR FALLS, IOWA UNDER CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.
2. CLAIMS COVERAGE. THE INSURANCE CARRIER FURTHER AGREES THAT THIS POLICY OF INSURANCE SHALL COVER ONLY THOSE CLAIMS NOT SUBJECT OF THE DEFENSE OF GOVERNMENTAL IMMUNITY UNDER THE CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.
3. ASSERTION OF GOVERNMENT IMMUNITY. THE CITY OF CEDAR FALLS, IOWA SHALL BE RESPONSIBLE FOR ASSERTING ANY DEFENSE OF GOVERNMENTAL IMMUNITY, AND MAY DO SO AT ANY TIME AND SHALL DO SO UPON THE TIMELY WRITTEN REQUEST OF THE INSURANCE CARRIER. NOTHING CONTAINED IN THIS ENDORSEMENT SHALL PREVENT THE CARRIER FROM ASSERTING THE DEFENSE OF GOVERNMENTAL IMMUNITY ON BEHALF OF THE CITY OF CEDAR FALLS, IOWA.

All other terms, conditions, limitations and agreements of the policy remain unchanged

SPEC END L  
(0000)

**ENDORSEMENT**

CONTINUED FROM SPEC END L SEQUENCE 4

4. NON-DENIAL OF COVERAGE. THE INSURANCE CARRIER SHALL NOT DENY COVERAGE UNDER THIS POLICY AND THE INSURANCE CARRIER SHALL NOT DENY ANY OF THE RIGHTS AND BENEFITS ACCRUING TO THE CITY OF CEDAR FALLS, IOWA UNDER THIS POLICY FOR REASONS OF GOVERNMENTAL IMMUNITY UNLESS AND UNTIL A COURT OF COMPETENT JURISDICTION HAS RULED IN FAVOR OF THE DEFENSE(S) OF GOVERNMENTAL IMMUNITY ASSERTED BY THE CITY OF CEDAR FALLS, IOWA.

5. NO OTHER CHANGE IN POLICY. THE INSURANCE CARRIER AND THE CITY OF CEDAR FALLS, IOWA AGREE THAT THE ABOVE PRESERVATION OF GOVERNMENTAL IMMUNITIES SHALL NOT OTHERWISE CHANGE OR ALTER THE COVERAGE AVAILABLE UNDER THE POLICY.

CITY OF CEDAR FALLS, IOWA  
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, REDUCTION IN INSURANCE COVERAGE AND/OR LIMITS AND TEN (10) DAYS WRITTEN NOTICE OF NON-PAYMENT OF PREMIUM SHALL BE SENT TO:  
CITY OF CEDAR FALLS, 220 CLAY ST, CEDAR FALLS, IA 50613. THIS ENDORSEMENT SUPERSEDES THE STANDARD CANCELLATION STATEMENT ON THE CERTIFICATE OF INSURANCE TO WHICH THIS ENDORSEMENT IS ATTACHED.

NOTE: ENDORSEMENTS ABOVE PER 'URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS,' ADDENDUM NO. 2 EFFECTIVE JULY 24, 2001.

All other terms, conditions, limitations and agreements of the policy remain unchanged.

PREMIUM      250

SPEC END P  
(0000)



Consultant  
Project No. XXX.XXXX

Construction Engineering for  
Downtown Streetscape and Reconstruction - Phase II  
Cedar Falls, Iowa  
City Project No. RC-000-3242

**Exhibit C**

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**Downtown Streetscape and Reconstruction - Phase II  
Cedar Falls, Iowa  
City Project Number RC-000-3242**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN  
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF  
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Consultant  
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Construction Engineering for  
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9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Exhibit B, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Exhibit B.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Exhibit B.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

Consultant  
Project No. XXX.XXXX

Construction Engineering for  
Downtown Streetscape and Reconstruction - Phase II  
Cedar Falls, Iowa  
City Project No. RC-000-3242

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria, Planner I  
**DATE:** July 28, 2020  
**SUBJECT:** Rezoning Request Cedar Falls High School (RZ20-005)  
Future Land Use Map Amendment (LU20-002)

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**REQUEST:** Amend Future Land Use Map to reflect public use of the property.  
Rezone property from A-1, Agricultural District to P, Public Zoning District.

**PETITIONER:** Cedar Falls Community School District / Brian Sanderman, INVISION Architects

**LOCATION:** North of W. 27<sup>th</sup> Street and west of PE Center Drive

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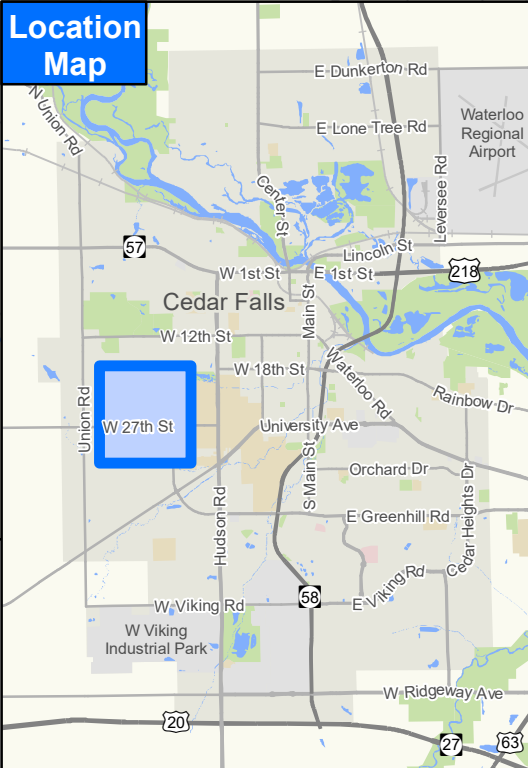
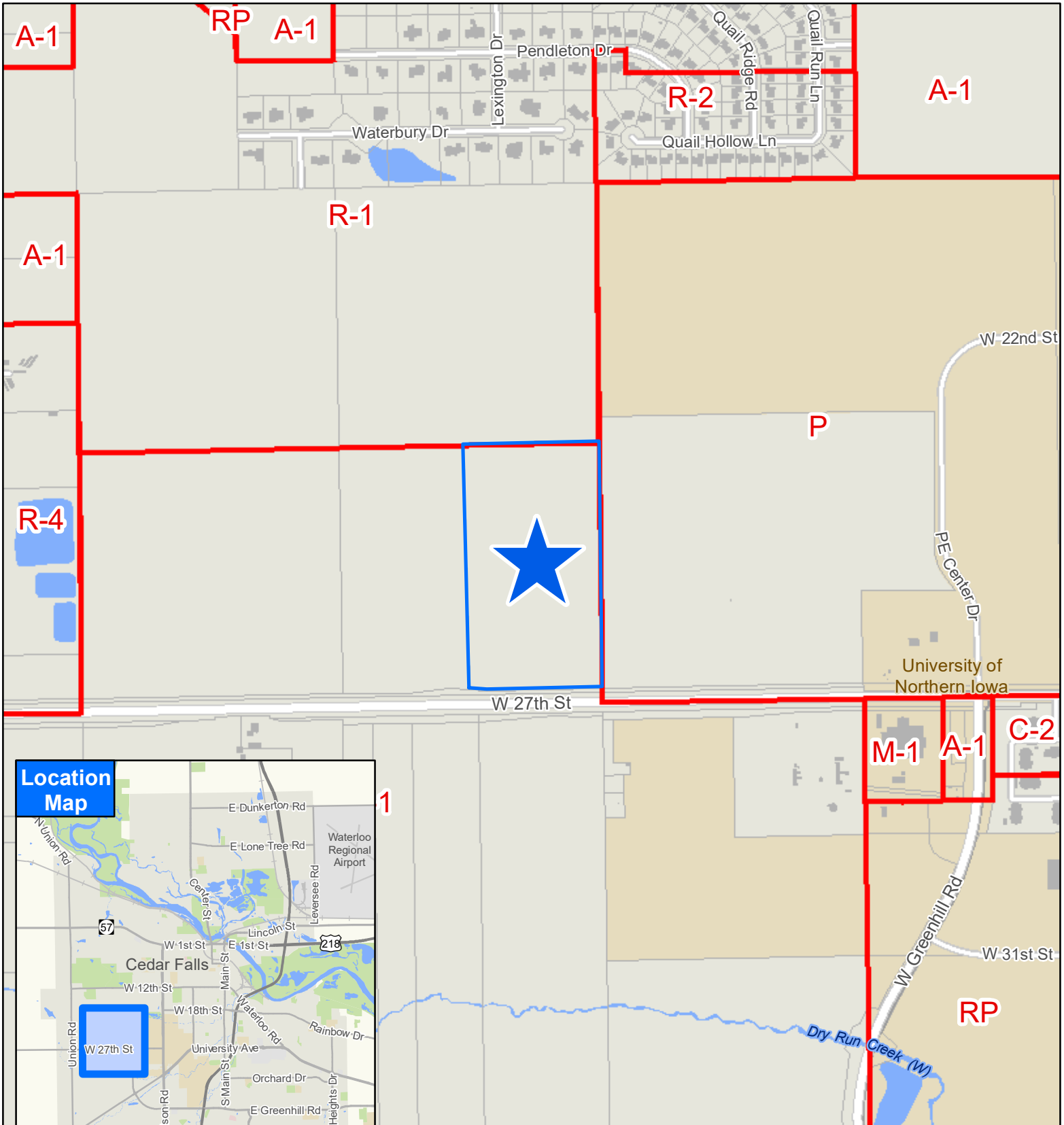
Cedar Falls Community School District is requesting to amend the Future Land Use Map and to rezone approximately 50 acres of land located north of W. 27<sup>th</sup> Street and west of PE Center Drive. The Future Land Use Map amendment includes designating the entire proposed high school site as "Schools" from "Medium Density Residential" and "University". The rezoning request includes a zoning change from A-1, Agricultural District, to P, Public Zoning District. The land use and rezoning change will allow the Cedar Falls Community School District to proceed with the submittal of a site plan for a new high school campus on the site. Staff has recommended approval of the land use and rezoning change. The Planning and Zoning Commission has considered the request and unanimously recommended approval.

Staff requests that City Council set a public hearing date for August 17, 2020 to formally consider the change in the Future Land Use Map and rezoning request. A full staff report and summary report of the Planning and Zoning Commission meetings will be provided to City Council prior the public hearing.



# Cedar Falls City Council August 3, 2020

Item 20.



## Cedar Falls High School A-1 to P

501 Sycamore  
Suite 101  
Waterloo, IA 50703  
PO Box 1800  
Waterloo, IA 50704-1800  
319.233.8419  
319.233.9772 Fax  
www.invisionarch.com

CONSULTANT:  
CONSTRUCTION MANAGER  
STORY CONSTRUCTION

STRUCTURAL  
RAKER RHODES  
ENGINEERING  
MEP  
MODUS

CIVIL ENGINEERING AND  
LANDSCAPE ARCHITECTURE  
**AECOM**  
RITLAND-KUIPER

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE	NAME

**OWNERS LISTING FOR  
REZONING REQUEST  
"A-1" TO "P"  
JUNE 2020**

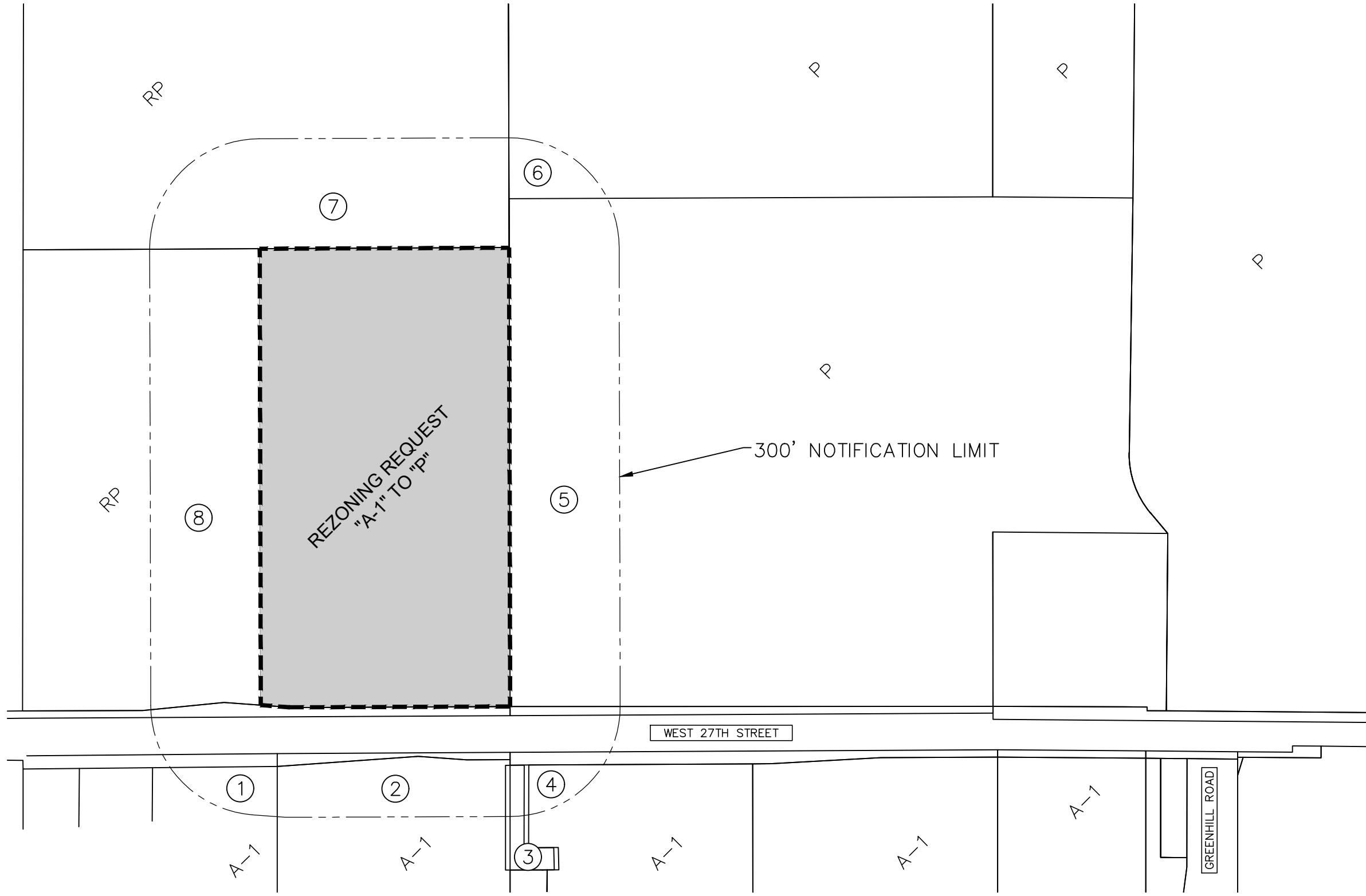
**DESCRIPTION:**

DOCUMENT #2020-7423

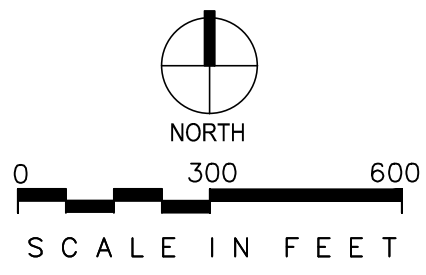
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SE ¼) OF SECTION 15, T-89-N, R-24-W OF THE 5TH PM., BLACK HAWK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SE ¼) OF SAID SECTION 15; THENCE ALONG SAID EAST LINE, NORTH 00°08'50" WEST FOR A DISTANCE OF 75.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 27TH STREET, THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00°08'50" WEST FOR A DISTANCE OF 1251.33 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SE ¼); THENCE ALONG SAID NORTH LINE, SOUTH 89°45'30" WEST FOR A DISTANCE OF 680.00 FEET; THENCE SOUTH 00°08'50" EAST FOR A DISTANCE OF 1244.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 85°35'04" EAST FOR A DISTANCE OF 77.49 FEET; THENCE NORTH 89°46'48" EAST A DISTANCE OF 602.75 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 19.53 ACRES AND IS SUBJECT TO ALL EASEMENTS OF RECORD.



PROPERTY NUMBER	DEED HOLDER 1	DEED HOLDER 2	ADDRESS	CITY	STATE	ZIP CODE
1	DONALD J RASMUSSEN	JACK P RASMUSSEN TRUST	1204 WASHINGTON ST	CEDAR FALLS	IA	50613
2	RASMUSSEN CO		9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
3	CITY OF CEDAR FALLS CEDAR FALLS UTILITIES		1 UTILITY PW	CEDAR FALLS	IA	50613
4	STATE OF IOWA	UNIVERSITY OF NORTHERN IOWA	1227 W 27TH ST	CEDAR FALLS	IA	50613
5	CEDAR FALLS COMMUNITY SCHOOL DISTRICT		1002 W 1ST STREET	CEDAR FALLS	IA	50613
6	STATE OF IOWA BOARD OF REGENTS		224 GILCHRIST HALL	CEDAR FALLS	IA	50613
7	WATERBURY PROPERTY INVESTORS LLC		604 CLAY STREET	CEDAR FALLS	IA	50613
8	MONEY PIT LLC		PO BOX 128	CEDAR FALLS	IA	50613



CEDAR FALLS COMMUNITY SCHOOL DISTRICT  
**CEDAR FALLS HIGH SCHOOL**  
W 27TH STREET, CEDAR FALLS, IA 50613

PROJECT NO:  
19116  
DATE:  
2020-06-05  
SHEET SET:  
PLANNING & ZONING

SHEET NAME:  
REZONING PLAT

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

RESOLUTION FIXING DATE OF HEARING ON PROPOSED  
AMENDMENT TO THE FUTURE LAND USE MAP AND TO  
CHAPTER 26, ZONING, CODE OF ORDINANCES  
OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING  
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to amend the Future Land Use Map to designate a recently purchased area of land by Cedar Falls Community School District to “Schools” from “Medium Density Residential” and “University,” and to rezone a parcel of land, legally described below, from A-1 Agricultural to P Public Zoning District, and

WHEREAS, said Commission has recommended approval of said change to the Future Land Use Map and to the zoning, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposed amendment to the Future Land Use Map to designate a recently purchased area of land by Cedar Falls Community School District to “Schools” from “Medium Density Residential” and “University,” and to change the zoning from A-1 Agricultural to P Public Zoning District, on the following described real estate:

Legal description for land to be rezoned from A-1 to P:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW ¼ SE ¼) OF SECTION 15, T-89-N, R-24-W OF THE 5<sup>TH</sup> PM., BLACK HAWK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW ¼ SE ¼) OF SAID SECTION 15; THENCE ALONG SAID EAST LINE, NORTH 00°08’50” WEST FOR A DISTANCE OF 75.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 27<sup>TH</sup> STREET, **THE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00°08’50” WEST FOR A DISTANCE OF 1251.33 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW ¼ SE ¼); THENCE ALONG SAID NORTH LINE, SOUTH 89°45’30” WEST FOR A DISTANCE OF 680.00 FEET; THENCE SOUTH 00°08’50” EAST FOR A DISTANCE OF 1244.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 27<sup>TH</sup> STREET; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 85°35’04” EAST FOR A DISTANCE OF 77.49 FEET; THENCE NORTH 89°46’48” EAST A DISTANCE OF 602.75 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 19.53 ACRES AND IS SUBJECT TO ALL EASEMENTS OF RECORD.

And that said public hearing shall be held on the 17<sup>th</sup> day of August, 2020, at 7:00 o'clock P.M. To protect against the spread of COVID-19, said meeting will be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at [www.cedarfalls.com](http://www.cedarfalls.com). The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 3<sup>rd</sup> day of August, 2020.

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Robert M. Green, Mayor

ATTEST:

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Jacqueline Danielsen, MMC, City Clerk